

State of New Jersey
NJ Department of Treasury

P.O. Date: 10/15/2024

Division of Administration

Release Purchase Order

G4018 Integrity Oversight Monitoring

Blanket Order Number

21-PROSV-01432:22

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING PAPERS.

Agency Ref. #

VENDOR

Vendor Number: [REDACTED]
CohnReznick LLP

4 Becker Farm Road
ROSELAND , NJ 07068
CohnReznickGPSA@CohnReznick.com
301-280-1856

Vendor Alternate ID: [REDACTED]

Remit Address:
Tim Bender
4 Becker Farm Road
Roseland, NJ 07068
US

Email: CohnReznickGPSA@CohnReznick.com
Phone Number: (301)280-2734

SHIP TO

[REDACTED]
FEDERAL LIASION
PO BOX 211- 50 W. STATE ST- 8TH FL
TRENTON, NJ 08625
US
Email: [REDACTED]
Phone: [REDACTED]

BILL TO

[REDACTED]
FEDERAL LIASION
PO BOX 211- 50 W. STATE ST- 8TH FL
TRENTON, NJ 08625
US
Email: [REDACTED]
Phone: [REDACTED]

INVOICES: Direct invoices in DUPLICATE to the address shown above. TERMS AND CONDITIONS set forth in our Bid or Quotation, on the reverse side hereof or incorporated herein by reference become a part of this

ATTN: [REDACTED]

Solicitation (Bid) No.:					Payment Terms: Shipping Terms: Freight Terms: Delivery Calendar Day(s) A.R.O.: 0			
Item # 1 Class-Item 918-00 Category 2 Financial Auditing and Grant Management, Extension Term 04/12/2024 to 04/11/2025- Hourly Program Manager Rate								
Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
174.00	\$ 275.00	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 47,850.00
Item # 2 Class-Item 918-00 Category 2 Financial Auditing and Grant Management, Extension Term 04/12/2024 to 04/11/2025- Hourly Project Manager Rate								
Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
520.00	\$ 252.00	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 131,040.00

Item # 3

Class-Item 918-00

Category 2 Financial Auditing and Grant Management, Extension Term 04/12/2024 to 04/11/2025 - Hourly Supervisory/Senior Consultant Rate

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
1784.00	\$ 204.00	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 363,936.00

Item # 4

Class-Item 918-00

Category 2 Financial Auditing and Grant Management, Extension Term 04/12/2024 to 04/11/2025 - Hourly Consultant Rate

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
1240.00	\$ 153.00	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 189,720.00

Item # 5

Class-Item 918-00

Category 2 Financial Auditing and Grant Management, Extension Term 04/12/2024 to 04/11/2025 - Hourly Subject Matter Expert Rate

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
36.00	\$ 252.00	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 9,072.00

Item # 6

Class-Item 918-00

Category 2 Financial Auditing and Grant Management, Extension Term 04/12/2024 to 04/11/2025 - Pass Through Price Line for Travel Expenses and Reimbursements

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 10,000.00	PASS THRU	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 10,000.00

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 751,618.00

APPROVED

By:	
Phone#:	
BUYER	

Letter of Engagement

October 8, 2024

Successful Bidder:

On behalf of the New Jersey Office of the Secretary of Higher Education, the State of New Jersey, Department of the Treasury hereby issues this Letter of Engagement to CohnReznick, LLP., pursuant to the Engagement Query issued on July 30, 2024, and CohnReznick, LLP's proposal dated September 11, 2024.

All terms and conditions of the Engagement Query, including but not limited to the Scope of Work, milestones, timelines, standards, deliverables, and liquidated damages are incorporated into this Letter of Engagement and made a part hereof by reference.

The total cost of this Engagement shall not exceed \$751,618.00.

The Integrity Monitor is instructed not to proceed until a purchase order is issued.

Thank you for your participation in the Integrity Monitor program.

Sincerely,



IM State Contract Manager

INTEGRITY MONITOR ENGAGEMENT QUERY

Contract G4018 – Integrity Oversight Monitoring Program and Performance Monitoring,
Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19
Recovery Funds and Programs

Office of the Secretary of Higher Education

[Category 2 Services per Section 3.1.1 of the IOM RFQ: Financial Auditing and Grant
Management]

I. GENERAL INFORMATION

On March 9, 2020, Governor Murphy issued Executive Order 103 declaring both a Public Health Emergency and State of Emergency in light of the dangers of the Coronavirus disease 2019 (“COVID-19”). On March 13, 2020, the President of the United States declared a national emergency and determined that the COVID-19 pandemic was of sufficient severity and magnitude to warrant a nationwide emergency declaration under Section 501 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207, (“Stafford Act”) and that declaration was extended to the State of New Jersey on March 25, 2020 pursuant to Section 401 of the Stafford Act. Since then, Congress has enacted legislation to stimulate economic recovery and assist state, local and tribal governments navigate the impact of the COVID-19 outbreak and cover necessary expenditures related to the public health emergency.

On July 17, 2020, Governor Murphy signed Executive Order 166 (“E.O. 166”), which established the COVID-19 Compliance and Oversight Task Force (“Taskforce”) and the Governor’s Disaster Recovery Office (“GDRO”).

Pursuant to E.O. 166, the Taskforce has issued guidelines, which have been updated as of June 2021 and are attached hereto, regarding the appointment and responsibilities of COVID-19 Oversight Integrity Monitors (“Integrity Monitors”). Integrity Monitors are intended to serve as an important part of the State’s accountability infrastructure while working with Using Agencies in developing measures to prevent, detect, and remediate inefficiency and malfeasance in the expenditure of COVID-19 Recovery Funds and provide expertise in Program and Process Management Auditing, Financial Auditing and Grant Management, and Integrity Monitoring/Anti-Fraud services. The IOM Guidelines are found at Attachment 1.

The New Jersey Department of the Treasury has established a pool of qualified Integrity Monitors for the oversight of COVID-19 Recovery Funds and COVID-19 Recovery Programs. Qualified Integrity Monitors are identified in G4018 Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management, and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs

("IOM RFQ"), posted in the New Jersey Department of the Treasury eProcurement website, [NJSTART](#). Using Agencies shall engage with a qualified Integrity Monitors to carry out their responsibilities under E.O. 166. The terms and conditions of the Integrity Monitor's executed State Contract shall apply to the Integrity Monitoring Engagement executed via this Engagement Query.

The capitalized terms in this Engagement Query shall have the same meanings as set forth in the IOM RFQ.

To promote independence in the Integrity Oversight Monitoring Program, an Integrity Monitor hired for Categories 1 or 2 may not also be engaged as a Category 3 Integrity Monitor to review the same programs for the same Recovery Program Participants.

This Engagement Query is issued by the Department of the Treasury on behalf of the Office of the Secretary of Higher Education ("OSHE")

The purpose of this Engagement Query is for OSHE to procure the services of an Integrity Monitor ("IM") for **Category 2 services per Section 3.1.1 of the IOM RFQ.**

A. Background

OSHE received \$320 million from the Coronavirus State Fiscal Recovery Fund ("CSFRF Funds") to administer a COVID-19 Recovery Program from April 1, 2023, through December 31, 2026. OSHE aims to ensure effective budget oversight, including budget planning, monitoring, and reporting, and is seeking a Category 2: Financial Auditing and Grant Management Integrity Monitor ("IM") to fulfill the goals of EO 166 and integrity oversight monitor guidelines.

OSHE is distributing the CSFRF Funds to Kean University and Rutgers, The State University of New Jersey ("Recovery Program Participants") to support four (4) Recovery Programs that will strengthen and harden existing infrastructure through capital projects to increase education access and engagement in the State of New Jersey:

1. Kean University Science Buildings Program – provides \$68 million to address equity gaps in health education and access to health services in Union City. The Kean University Science Buildings Program will respond to the public health impact of the COVID-19 public health emergency on disproportionately impacted households by funding the development of a community health center adjacent to Union County's Qualified Census Tracts.

- a. Project Progress - In FY23, Kean University was allocated \$20 million in ARP funds to purchase an office building and parking deck adjacent to the campus and \$48 million for construction. The purchase, completed in December 2023 for \$28 million, utilized all FY23 funds. With the completion of the initial securing of the facility, representing 25% of the overall project, the additional allocation of funds from FY2024 funds will focus on converting the newly acquired building. The University has since cleared the building, ensured operational mechanical and structural supports, and is planning its use for a community health initiative and biotech research. The strategic development team is engaging with community leaders and potential partners to develop service frameworks for the new facility.
 - b. Delays - The redevelopment project, converting the building for new uses, is projected to take 18-24 months. Although no significant delays are expected, the project was delayed slightly due to bidding for architecture and engineering design services.
 - c. Construction - The construction phase of the redevelopment project at Kean University is progressing steadily. Following the successful purchase and clearance of the office building and parking deck, the focus has shifted to converting the space for its new intended uses.
 - d. Target Completion - Securing the facility, a critical step, represents 25% of the project, which is now complete. The project is on track for completion by December 2026.
 - e. The Agreement between OSHE and Kean for the Public Health Partnership Initiative dated May 17, 2023, is at Attachment 2.
2. Rutgers University Camden Cooper Street Gateway Planning Project – provides \$25 million to increase education and community engagement in Camden City. The Rutgers University Cooper Street Gateway Planning Project will provide public-facing third spaces for engagement in an underserved and underprivileged community on health, nutrition, violence prevention, well-being, and other neighborhood features that build strong, healthy communities.
 - a. Project Progress - The design phase of the Cooper Street Gateway project is ongoing. The Design Development phase has been completed and was approved by the NJ Historic Preservation Office on April 9. Construction Documents are scheduled to be completed in July 2024.
 - b. Delays - No delays are anticipated at this time.
 - c. Target Completion - The design phase is 50% complete, while construction has not yet started (0% complete). The project is on track for completion by December 2026.
 - d. The Agreement between OSHE and Rutgers for the Cooper Street Gateway Camden project dated April 10, 2024, is at Attachment 3.
 3. Rutgers University-New Brunswick Health and Life Sciences Exchange (HELIX) Project – provides \$260 million as part of an overall budget of approximately \$735

million to enhance biomedical and education capacity in the City of New Brunswick. The Rutgers University HELIX Project will create biomedical, health, and technological innovations to treat current and future human diseases and illnesses and support rapid response to public health emergencies.

- a. Project Progress - The structural steel erection for the HELIX project is progressing, with New Brunswick Development Corporation (DEVCO) as the redeveloper. The bidding process for subcontracts is nearly complete.
 - b. Delays - The project is proceeding on schedule, and no delays are anticipated at this time.
 - c. Target Completion - The project is currently approximately 15% complete and is on target for completion by the first quarter of 2026.
 - d. The Agreement between OSHE and Rutgers for the HELIX project dated April 10, 2024, is at Attachment 4.
4. Rutgers University Newark Life Sciences Project – provides \$15 million to expand the biomedical research footprint in Newark City. The Rutgers University Life Sciences Project will create wet and dry bench research space to provide educational facilities and equipment that will address educational disparities for students from minority groups traditionally underrepresented in science, technology, engineering, and mathematics (STEM) education.
- a. Project Progress - The design phase of the Rutgers University-Newark Life Sciences Center project is progressing on schedule, with general construction bidding planned for Summer 2024.
 - b. Delays - There are no anticipated delays for the project.
 - c. Target Completion - The design phase is 50% complete, while construction has not yet started (0% complete). The project is on track for completion by December 2026.
 - d. The Agreement between OSHE and Rutgers for the Life Sciences Center 2 Project dated April 10, 2024, is at Attachment 5.

OSHE will monitor the execution of these Recovery programs, and the IM will be an essential part of the financial accountability infrastructure. The Category 2: Financial Auditing and Grant Management IM will work with OSHE and the Recovery Program Participants to administer and monitor the program and the expenditure of CSRF Funds.

Federal guidance from the Secretary of the Treasury for the CSFRF Funds includes 2022 Final Rule (87 FR 4338) and. 2023 Interim Final Rule (88 FR 64986). See also, 31 CFR Part 35. OSHE issued additional guidance through memoranda of agreement with the Recovery Program Participants. The review length is estimated to be eighteen months in duration, and all funds must be expended by December 31, 2026.

II. SCOPE OF WORK REQUIREMENTS

A. Project Description

OSHE will engage an IM for Category 2 Services – Financial Auditing and Grant Management to enhance fiscal transparency and government accountability for COVID-19 Recovery funds. The IM engagement will enhance the partnership among OSHE, the Recovery Program Participants, and relevant stakeholders. The success of the Recovery Program requires complex coordination to eliminate duplication of effort and ensure the efficient use of resources. The IM will be responsible for maximizing the impact of federal and state assistance by employing financial auditing and grant management as described below.

The IM shall coordinate activities with the OSHE Accountability Officer and provide the services in this Scope of Work (SOW) as an outside auditor/reviewer, virtually and in person, as appropriate. The IM is an external and independent consultant. The following SOW describes and applies to the work of the IM to provide Category 2 Services – Financial as set forth in the Integrity Oversight Monitor Guidelines:

- Plan, implement, and evaluate OSHE financial and administrative functions, modifying policies as needed.
- Provide technical expertise to streamline grant and fiscal processes, ensuring accountability and compliance.
- Regularly monitor grant management, accounting, budgeting, and business office functions.
- Identify and provide training for OSHE staff on waste, fraud, and abuse prevention.
- Ensure compliance with federal and state accounting and financial reporting requirements.

B. Risk Assessment

The IM shall conduct a risk assessment of the OSHE's existing controls in place to prevent fraud, waste, or abuse in connection with the Recovery Program that includes, at minimum, a review or assessment of:

1. Program policies and procedures
2. OSHE's organizational structure and capacity
3. OSHE's internal controls
4. Level of risk associated with the Program
5. OSHE's prior audits

Based on the risk assessment, the IM shall develop and submit a Work Plan for providing grant management and financial auditing for the Recovery Programs as described in C below.

C. Project Work Plan

The IM shall develop and implement a Work Plan to provide grant management and financial auditing services until the expiration of this Engagement that focuses on high-risk activities of the Recovery Program Participants/Recovery Programs.

The IM will develop and execute a Work Plan based upon the findings in the Risk Assessment that includes the following components:

- Conduct a compliance assessment for federal and state guidelines.
- Monitor receipt and disbursement of funds to Recovery Program Participants, for compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal Awards (2 CFR Part 200) and grant agreements.
- Provide technical knowledge and expertise to streamline grant management and develop and modify policies and procedures in accordance with OSHE's needs and applicable state and federal regulations.
- Provide technical knowledge and expertise to streamline fiscal management of the Recovery Programs and modify policies and procedures in accordance with OSHE's needs and applicable state and federal regulations.
- Prepare timely financial reports as detailed below and ensure financial records are maintained in accordance with state and federal accounting and auditing requirements.
- Monitor Recovery Program budgets to identify potential and actual cost overruns, and work with OSHE or its designee to recommend adjustments.
- Maintain comprehensive records of all financial transactions, contracts, and agreements related to the recovery Programs, making documentation accessible and organized for internal and external audits.
- Maintain comprehensive records, enforce internal controls,
- and conduct two training sessions for OSHE staff.

Depending on findings as a result of implementing the Work Plan, the IM should evaluate whether onsite monitoring is appropriate based upon any conclusions reached when conducting the risk assessment or as a result of its observations under this Engagement. The IM shall document in writing its evaluation and conclusion, including an assessment of the following factors:

- Significant findings reported in quarterly reports or interim reports;
- Unresponsiveness to requests for information;
- Non-compliance with federal reporting requirements; and
- Allegations of misuse of funds.

As part of this Engagement, the IM will identify a dedicated point of contact to centralize communication, ensure the quality and timeliness of deliverables, and build a collaborative decision-making environment for OSHE and the Recovery Program Participants to ensure the project team can respond to changes. The IM shall implement the Work Plan to provide oversight of the Program until the expiration of this Engagement.

D. Additional Project Components

Within 5 business days of the purchase order issued as a result of the Letter of Engagement, the IM and OSHE shall participate in a kick-off meeting to review the deliverables and due dates in Section C below and establish key personnel for communications during the course of the Engagement.

E. Reporting Requirements

1. Quarterly Integrity Monitor Reports

- a. Pursuant to E.O. 166, the Integrity Monitor shall submit a draft quarterly report to OSHE on the last day of every calendar quarter detailing the specific services rendered during the quarter and any findings of fraud, waste, or abuse using the Quarterly Report template attached hereto. If the Integrity Monitor report contains findings of fraud, waste, or abuse, OSHE has an opportunity to respond within 10 business days after receipt. The IOM Category 2 Report Template is at Attachment 6.
- b. Fifteen business days after each quarter end, the Integrity Monitor shall deliver its final quarterly report, including any comments from OSHE to the State Treasurer, who shall share the reports with the GDRO, the Senate President, the Speaker of the General Assembly, the Attorney General, and the State Comptroller. The Integrity Monitor quarterly reports will be posted on the COVID-19 transparency website pursuant to E.O. 166.

2. Monthly Status Reports

- a. With the submission of a monthly payment invoice, the IM shall provide a written report including, at a minimum:
 - i. Executive Summary - Summary of overall status of each Recovery Project, highlighting completed milestones, activities, and deliverables.
 - ii. Cost Status - Present a comparison between each Recovery Project's budgeted costs and the actual expenditures incurred during the reporting period delineated by federal cost categories
 - iii. Payments and Invoices - Breakdown of payments made by the Recovery Program Participants to contractors, subcontractors, vendors, and suppliers during the reporting period.

- iv. Commitments and Obligations - Outstanding financial commitments, including open purchase orders, contracts, and pending payments for each Recovery Program.
 - v. Forecasted Costs - Estimate the projected total Recovery Program costs based on the current financial data and the progress achieved.
 - vi. Compliance with Funding Requirements - Ensure that all financial transactions and reporting conform to the guidelines specified under the Uniform Guidelines and the requirements of federal and state funding sources.
 - b. At the completion of the Engagement, the IM shall submit a Project Completion Report, including at a minimum, scope of Engagement and methodology, documentation of work performed, summary of findings, and recommendations to mitigate the risk of fraud, waste, and abuse in the Program or future Programs.
3. Additional Reports
- a. E.O. 166 directs the OSC to oversee the work of Integrity Monitors. Therefore, in accordance with E.O. 166 and the IM Guidelines, OSC may request that the Integrity Monitor issue additional reports or prepare memoranda that will assist OSC in evaluating whether there is fraud, waste, or abuse in COVID-19 Recovery Programs administered by the OSHE. OSC may also request that the Integrity Monitor share any corrective action plan(s) prepared by OSHE to evaluate whether those corrective plan(s) have been successfully implemented.
4. Reports of Fraud, Waste, Abuse, or Potential Criminal Conduct
- a. The Integrity Monitor shall report issues of fraud, waste, abuse, and misuse of COVID-19 Recovery Funds immediately to the GDRO, OSC, the State Treasurer, the State Contract Manager, and the Accountability Officer. The Integrity Monitor shall report issues of potential criminal conduct immediately to the Office of the Attorney General.

F. Specific Performance Milestones/Timelines/Standards/Deliverables

All deliverables must be completed by the dates indicated below.

Deliverables	Date due
Kick-off meeting with OSHE staff and successful IM	Purchase order issued within five business days as a result of the Letter of Engagement.
Risk Assessment	90 days following the execution of the engagement
Work Plan	90 days following the review and approval of the risk assessment

Interim Reports/Periodic Meetings	30 days following the end of each quarter
Draft Quarterly Report(s)	Monthly
Final Quarterly Report(s)	Last day of each quarter
Monthly Report	15 business days after the end of each quarter
Project Completion Report	30 calendar days prior to the end of the Engagement

III. **Proposal Content**

- A. At minimum, the Integrity Monitor's proposal shall include the following:
- A description of how the Integrity Monitor intends to accomplish each component of the scope of work in Section II above, including a timeline for submission of the deliverables required by this Engagement Query.
 - A detailed budget identifying staff classifications and hourly rates shall be submitted with the response to this Engagement Query using the price sheet at Attachment 7. The hourly rates **shall not exceed** the rates identified in the Integrity Monitor's Blanket P.O./Contract as posted in NJSTART. If an Integrity Monitor submits pricing over the Blanket P.O./Contract hourly rates posted in NJSTART, the response shall be rejected as the Integrity Monitor shall not be eligible for an award of this Engagement Query only.
 - Identification of any potential conflicts of interest regarding the delivery of services for the scope of work under this Engagement Query.
- B. The Integrity Monitor's proposal should also include the following:
- A list of existing Engagements under G4018 with other State agencies, along with the commencement and expiration dates of the Engagement. Please provide the information in Attachment 8: G4018 Integrity Monitoring Engagements Form. If the Form is not included with the proposal, the OSHE, in its sole discretion, may request the Form from the Integrity Monitor.

IV. **Submission of Proposals**

Detailed proposals in response to this Engagement Query shall be submitted electronically by 3:00 p.m. on 9/11/2024. Proposals must be submitted via email as set forth below:

TO: State Contract Manager
 [REDACTED], Fiscal Manager, Department of the Treasury
TreasuryIM@treas.nj.gov

With a copy to the OSHE Contract Manager: [REDACTED]
 [REDACTED]

V. **Duration of the Engagement**

The Engagement will commence upon the issuance of a Letter of Engagement and expire on or about 3/31/2026.

At the option of OSHE, this Letter of Engagement may be extended. Any extension to this Letter of Engagement, however, may not to exceed the Contract Term, and any extensions thereto as set forth the IOM RFQ.

VI. Contract Termination

The IOM's failure to comply with the requirements of the Engagement, including but not limited to E.O. 166, the IOM RFQ, the IM Guidelines, and this Engagement Query may constitute a breach of contract and may result in termination of the contract by OSHE or imposition of such other remedy as OSHE deems appropriate in accordance with Section 9.0 of the IOM RFQ.

VII. Liquidated Damages

At OSHE's discretion, liquidated damages may be assessed each time any of the below events occur, due to an act or omission of the IM. OSHE and the IM agree that it would be extremely difficult to determine actual damages that OSHE will sustain as the result of the IM's failure to meet its contractual requirements. Any breach by the IM could prevent OSHE from complying with E.O. 166, the IOM Guidelines, and laws applicable to the use and expenditure of COVID-19 Recovery Funds and other public funds will adversely impact OSHE's ability to ensure identification and mitigation of risks and may lead to damages suffered by OSHE and the State as a whole. If the IM fails to meet its contractual obligations, OSHE may assess liquidated damages against the IM as follows:

Failure to deliver a risk assessment within thirty (30) days of the due date in Section I, C	\$500/day
Failure to deliver a work plan within thirty (30) days of the due date in Section I, C	\$500/day
Failure to deliver interim quarterly performance report within thirty (30) days of the due date in Section I, C	\$500/day
Failure to deliver the interim quarterly financial report within fifteen (15) days of the due date in Section I, C	\$500/day
Failure to deliver a Final report within thirty (30) days of the due date in Section I, C	\$500/day

VIII. Questions regarding this Engagement Query

Any questions related to the Engagement Query, such as questions related to the Program or accessibility and format of data, must be submitted electronically by 3:00 p.m. on 8/20/2024. They must be submitted via email to [REDACTED] [REDACTED] [REDACTED] [REDACTED] with a copy to the State Contract Manager, [REDACTED] [REDACTED]

IX. Selection Process

The OSHE Contract Manager will review the proposal(s) received and select the Integrity Monitor whose proposal is most advantageous, price and other factors considered including:

- The qualifications and experience of the personnel assigned to this Engagement;
- The experience of the IM in engagements of a similar size and scope; and
- The ability of the IM to complete the scope of work based on the proposed personnel/staff classifications and hours allocated to tasks in its proposal.

The State Contract Manager will then issue a Letter of Engagement with a “not to exceed” clause to the selected proposer.

OSHE may request a Best and Final Offer from Integrity Monitors that responded to the Engagement Query.

Prior to issuing a Letter of Engagement, the OSHE Contract Manager in consultation with the Accountability Officer, will independently determine whether the proposed Integrity Monitor has any potential conflicts with the Engagement.

ATTACHMENTS

Attachment 1: Integrity Oversight Monitor Guidelines, updated as of June, 2021

Attachment 2: Agreement between OSHE and Kean for the Public Health Partnership Initiative dated May 17, 2023

Attachment 3: Agreement between OSHE and Rutgers for the Cooper Street Gateway Camden project dated April 10, 2024

Attachment 4: Agreement between OSHE and Rutgers for the HELIX project dated April 10, 2024

Attachment 5: Agreement between OSHE and Rutgers for the Life Sciences Center 2 Project dated April 10, 2024

Attachment 6: Quarterly Report Template – Category 2

Attachment 7: EQ Price Sheet

Attachment 8: G4018 Integrity Monitoring Engagements Form

Notice of Executive Order 166 Requirement for Posting of Winning Proposal and Contract Documents

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller ("OSC") is required to make all approved state contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate state website. Such contracts will be posted on the New Jersey transparency website developed by the Governor's Disaster Recovery Office ("GDRO Transparency Website").

The Letter of Engagement resulting from this Engagement Query is subject to the requirements of Executive Order No. 166. Accordingly, OSC will post a copy of the Letter of Engagement, including the Engagement Query, the winning proposer's proposal, and other related contract documents for the above contract on the GDRO Transparency website.

In submitting its proposal, a proposer may designate specific information as not subject to disclosure. However, such proposer must have a good faith legal or factual basis to assert that such designated portions of its proposal: (i) are proprietary and confidential financial or commercial information or trade secrets; or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter and a redacted copy of the proposal should be provided. A Proposer's failure to designate such information as confidential in submitting a proposal shall result in waiver of such claim.

The State reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning proposer accordingly. The State will not honor any attempt by a winning proposer to designate its entire proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire proposal. In the event of any challenge to the winning proposer's assertion of confidentiality with which the State does not concur, the Proposer shall be solely responsible for defending its designation.

**AGREEMENT BETWEEN
THE NEW JERSEY OFFICE OF THE SECRETARY OF HIGHER EDUCATION
AND
KEAN UNIVERSITY
FOR
PUBLIC HEALTH PARTNERSHIP INITIATIVE
UNION, NJ**

This Agreement (“Agreement”), Grant Agreement for the KEAN UNIVERSITY PUBLIC HEALTH PARTNERSHIP, made as of the 15thst day of May 2023, by and between the OFFICE OF THE SECRETARY OF HIGHER EDUCATION (“Department” “OSHE” or “Grantor”) and KEAN UNIVERSITY (“University” or “Grantee”) together (“the Parties”), confirms the mutual understandings and intentions of the Parties hereto as to the following:

WHEREAS, due to the increase in the number of novel coronavirus (“COVID-19”) cases in New Jersey, the surrounding region and across the globe, the Governor of the State of New Jersey issued Executive Order No. 103 declaring a public health emergency and a state of emergency in the State of New Jersey (the “State”) on March 9, 2020, allowing for certain executive actions to respond to the increasing number of COVID-19 cases in the State; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic (the “COVID-19 Pandemic”) and on March 13, 2020, the President of the United States (“President”) declared a national state of emergency; and

WHEREAS, in response to the COVID-19 Pandemic, Congress enacted a series of laws to address the impacts of the COVID-19 Pandemic; and

WHEREAS, on March 11, 2021, the President signed the “American Rescue Plan Act of 2021” P.L. 117-2 (the “ARP Act”) into law; and

WHEREAS, as part of the ARP Act, Congress at subtitle M of the ARP Act, amended Title VI of the Social Security Act (42 U.S.C. 801 et seq.) by adding Sections 602 and 603 to create the “Coronavirus State Fiscal Recovery Fund” (“CSFRF”); and

WHEREAS, CSFRF monies (“CSFRF Funds”) are to be used, generally: (a) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State who are performing such essential work, or by providing grants to eligible workers who perform essential work; (c) for the provision of government services to the extent of the reduction in revenue of the State due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State prior to the emergency; or (d) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the State received \$6,244,537,955.50 in CSFRF Funds under the ARP Act which must be used in conformance with the requirements of the ARP Act; and

WHEREAS, pursuant to the Fiscal Year 2022 Appropriations Act, L. 2021, c. 133, as may be amended from time to time, funding recommendations other than those appropriated by that Act shall be subject to the approval of the Joint Budget Oversight Committee; and

WHEREAS, the approved State of New Jersey Fiscal Year 2023 Budget included a direct line-item appropriation of federal ARP monies of Twenty Million Dollars (\$20,000,000) to KEAN UNIVERSITY for capital construction, as more fully described in **Exhibit A** (the “Program”); and

WHEREAS, pursuant to the Fiscal Year 2022 Appropriations Act, L. 2021, c.133, as may be amended from time to time, OSHE is responsible for overseeing the entire portfolio of funds, consistent with CSFRF requirements, as the State-designated Grants Manager; and

WHEREAS, the State Treasurer has entered into a Memorandum of Understanding dated as of July 22, 2021, with OSHE, as Grant Manager for the CSFRF Funds, to provide those grant management functions and processes for the State that are necessary to administer and manage and disburse funds accordingly; and

WHEREAS, subject to the terms and conditions of this Agreement, the OSHE is distributing a portion of the CSFRF Funds, in an amount not to exceed Twenty Million Dollars (\$20,000,000) to provide funding to KEAN UNIVERSITY for the Program; and

WHEREAS, the disbursement of funds shall be undertaken in compliance with Federal, State and local laws and regulations, Executive Order No. 166 (Murphy 2020) (“EO 166”), 31 CFR Part 35 U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds – Final Rule, and Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“2 CFR Part 200”);

WHEREAS, KEAN UNIVERSITY has agreed to apply the amounts received from OSHE under this Agreement to the payment of costs that will be incurred for the Program; and

WHEREAS, it is in the Parties’ mutual interests, as well as in the public interest, to have the Parties’ respective responsibilities memorialized in a written agreement.

NOW, THEREFORE, OSHE and KEAN UNIVERSITY do hereby agree as follows:

1. KEAN UNIVERSITY shall apply the CSFRF Funds to the Program for expenditures selected from the list set forth in **Exhibit B** hereto. KEAN UNIVERSITY may propose to amend **Exhibit B** by providing written notice of the proposed amendments to the Department. Within a reasonable time, following receipt of KEAN UNIVERSITY’s proposed amendments to **Exhibit B**, the Department shall advise KEAN UNIVERSITY in writing as to whether **Exhibit B**, as updated, is approved.
2. OSHE will distribute the CSFRF Funds to KEAN UNIVERSITY for Fifty percent of the Grant amount of Twenty Million Dollars (\$20,000,000), as funding for Program expenses, upon the

execution of this Agreement. For fiscal year (“FY”) 2023, KEAN UNIVERSITY agrees to submit to the Department regular financial reports as requested so the Department’s staff can perform a reasonable review:

- a. A full accounting of all expenditures to be funded with the CSFRF grant, including executed contracts and invoices, as applicable.
 - b. Alternatively, if CSFRF funds are used to reimburse the Program for costs incurred after March 2, 2021, the accounting shall include a description of all expenditures made and their associated costs along with proof of payment, such as a vendor receipt.
 - c. Bank statements for the separate account in which KEAN UNIVERSITY deposits the CSFRF Funds.
 - d. Such additional information as the Department may reasonably request.
3. Any and all payments for the Program to be made by OSHE shall be subject to appropriations being made from time to time by the New Jersey Legislature (the “State Legislature”) for such purposes. The State Legislature has no obligation to make appropriations for such purposes. Furthermore, any and all payments for the Program to be made by the Department are also subject to the availability of such funds. OSHE shall have no obligation to make any payment for the Program due to the failure of the State Legislature to make such appropriations or due to the unavailability of such funds during the Fiscal Year.
 4. A failure of the State Legislature to appropriate such funds to pay costs in the Appropriations Act for the Fiscal Year (including without limitation, the reduction or cancellation of an appropriation pursuant to an amendment to the Appropriations Act for the Fiscal Year) in an amount sufficient to pay for the Program (an “Event of Non-Appropriation”) will not constitute a default under this Agreement. The unavailability of such funds for the Department to make a payment for the Program during the Fiscal Year (an “Event of Unavailability of Funds”) will not constitute a default under this Agreement. The OSHE will not be liable in any manner upon an Event of Non-Appropriation or upon an Event of Unavailability of Funds.
 5. KEAN UNIVERSITY agrees that all funds not obligated in accordance with this Agreement will be returned to the Department by December 31, 2024 provided that (i) obligated funds include funds that are needed to pay expenditures listed in Exhibit B that are under contract by December 31, 2024 (“FY 2025 Contracts”), but for which payments are made after that date; (ii) KEAN UNIVERSITY provides the Department with a copy of said FY 2025 Contracts, (iii) KEAN UNIVERSITY provides the Department, by December 31, 2024, a copy of all purchase orders for the remaining work to be done under any FY 2025 Contracts, and (iv) KEAN UNIVERSITY will provide the Department with invoices and proof of payment for all expended funds once payment is complete. All funds must be expended by December 31, 2026. Because the Grant is subject to the aforementioned deadlines imposed by U.S. Treasury, KEAN UNIVERSITY agrees to use the CSFRF funds for Program costs before expending funding from other sources. These eligible costs can include reimbursement for eligible Program costs incurred after March 2, 2021.

6. Documentation and material that KEAN UNIVERSITY provides to the OSHE pursuant to Section 2 of this Agreement shall be provided via email to the Chief Financial Officer, [REDACTED]. All other notices and communications hereunder shall be in writing and shall be deemed given when (i) hand-delivered with receipt acknowledged, (ii) sent by electronic communication, (iii) mailed by first class mail, registered or certified, return receipt requested, or (iv) sent by recognized overnight carrier, postage prepaid and with acknowledgment of delivery, to the parties at the addresses set forth below or as to each party at such other or additional address or numbers as shall be designated by such party in a written notice to the other party hereto:

Kean University
Finance Officer
1000 Morris Avenue
Union, NJ 07083
Attention: Andrew Brannen
Chief Financial Officer

Office of the Secretary of Higher Education
Finance Office
1 John Fitch Way 10th floor
P.O. Box 542
Trenton, NJ 08625
Attention: [REDACTED]
Assistant Secretary/Chief Financial Officer

7. Enforcement

A. Remedies for Noncompliance

If KEAN UNIVERSITY materially fails to comply with the terms of the award, whether pursuant to a State or federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, OSHE may take one or more of the following actions, as appropriate in the circumstances:

1. Disallow all or part of the cost of the activity or action not in compliance.
 2. Wholly or partly suspend or terminate the current award for KEAN UNIVERSITY.
 3. Withhold further awards for KEAN UNIVERSITY.
 4. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 5. Take other remedies that may be legally available.
8. This Agreement is supplemented by **Exhibits A, B, C and D** which are attached hereto and incorporated herein.
9. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.
10. This Agreement may be executed in any number of counterparts, all of which counterparts, taken together, shall constitute but one and the same Agreement.
- 11.

IN WITNESS WHEREOF, the OFFICE OF THE SECRETARY OF HIGHER EDUCATION and KEAN UNIVERSITY have executed this Agreement for FY 2023:

STATE OF NEW JERSEY OFFICE OF THE SECRETARY OF HIGHER EDUCATION

DocuSigned by:

Brian K. Bridges

2B0252453291434...

Brian K. Bridges, Ph.D
Secretary

Date: 5/17/2023

KEAN UNIVERSITY

DocuSigned by:

Dr. Lamont Repollet

EE03A77180344B2...

Lamont Repollet, Ed.D
President

Date: 5/17/2023

EXHIBIT A

KEAN UNIVERSITY NEEDS AND PROGRAM ELIGIBILITY

SECTION: Brief Program Description* (add additional sheets if needed)

The proposed public health initiative would involve the redevelopment of a nearby office building into a University-based health center that provides a combination of: traditional health services, a variety of allied health services, and a new center for mental and behavioral health resources. The traditional services offered on-site would include, but not be limited to, community health screenings, maternal health services, genetic counseling, vaccinations and related laboratory testing. Test processing already is available on-site at Kean University following CLIA approval of Kean's laboratory during the COVID-19 pandemic and a recent expansion of that approval to cover more extensive and routine health testing. The lab would be relocated and expanded in this renovated health facility.

The University also would look to offer on-site services in the allied health fields where it excels: speech therapy, occupational therapy, physical therapy and physician's assistant programming. The new public health initiative would serve a dual role in both providing these services to the public and neighboring underserved communities at a reduced cost, while at the same time providing graduate students with access to clinical rotations at the University rather than competing for limited and expensive clinical slots at other public and private health facilities.

Additionally, the University looks to leverage its excellent history and experience in educating and training school and clinical psychologists by developing and operating both a community counseling center on site for adults and a behavioral therapy center on site with a focus on children and teens. This center also could become a valuable resource for training and professional development for K-12 teachers in the state who seek additional guidance and support in managing mental and behavioral health issues in the classroom.

A key piece of this comprehensive strategy is to secure a privately-owned 210,000 sq ft office facility that is located on Kean Drive/Morris Avenue. The building is part of a three-building office park located at 1075-1095 Morris Avenue in Union Township, in the center of campus. Kean already owns and operates one of the three buildings as an academic STEM-focused facility. Kean will adapt the space and dedicate the facility and its programs to this expansive public health initiative. These \$20 million in CSFRF funds would be used toward the purchase of the building.

SECTION: Capital Expenditures

Comparison of the proposed capital expenditure against two alternative capital expenditures.

- 1) Development of a new facility on campus after the demolition of an aging one.

The University reviewed opportunities to locate the proposed public health center on existing campus property in Union Township. The most viable location on campus would involve the demolition of one of the university's aging residence halls, and designing and developing the new facility from the ground up. Challenges to this

approach presented in several areas, including limits on the size and scope of the facility that could be built in this area; the limited ability for the public to easily access the facility and to do so with some measure of privacy; the lack of drop-off opportunities at this site; no additional on-site parking available on an already congested campus; the need to create a complex infrastructure system, including laboratory space, from scratch. The estimate for this approach exceeded \$84 million.

2) Purchase and renovation of an alternative office building facility for this purpose.

The university has discussed the potential purchase of the third (alternate) office building in the office park described above at 1075-1095 Morris Avenue. While not currently for sale, owners expressed interest in considering an offer, but their base price for the building at 1095 was \$4 million higher than the facility the university is pursuing even though their facility has 42,000 sq feet less. Additionally, this facility is currently fully leased, which would certainly extend Kean's project timeline significantly if some of the long-term leases needed to be completed or increase costs to the university if they needed to be bought out.

EXHIBIT B - BUDGET**Section 1 Direct:**

Expenditure Category:

Expenditure Sub-Category:

	Activity 1	Activity 2
		Total
<u>Budget Expenditure Categories</u>		-
1. Salaries	\$	\$
2. Related Benefits		-
3. IT/Telecom		-
4. Operating Supplies & Services		-
5. Environmental Reviews		-
6. Grants	\$ 20,000,000.00	
7. Contracts		
8. Loans		
9. Transfers		
10. Direct		-
11. Total Direct Costs (add lines 1-10)		\$20,000,000.00

Section 2 Admin:

Expenditure Category:

Expenditure Sub-Category:

	Activity 1	Activity 2	Total
<u>Budget Expenditure Categories</u>			-
1a. Salaries			-
2a. Related Benefits			-
3a. IT/Telecom			-
4a. Operating Supplies & Services			-
5a. Contracts/Professional Services			-
6a. Environmental Reviews			-
7a. Total Admin Costs (add lines 1a-6a)			-
8a. Total Costs State Grant Funds (Lines 12 and 7a)	\$		\$20,000,000.00

EXHIBIT C
STATE OF NEW JERSEY GRANT AGREEMENT BETWEEN
THE OFFICE OF THE SECRETARY OF HIGHER EDUCATION ("DEPARTMENT")
AND KEAN UNIVERSITY ("GRANTEE")
GRANT NUMBER: OSHE-ARP-004

GENERAL

- I. Compliance with Existing Laws
- II. Bonding and Insurance
- III. Indemnification
- IV. Assignability

PRE-AWARD REQUIREMENTS

- V. Special Grant Conditions for "High Risk" Grantees

POST-AWARD REQUIREMENTS

- VI. Financial Management System
- VII. Method of Payment
- VIII. Allowable Costs
- IX. Period of Availability of Funds
- X. Matching and Cost Sharing
- XI. Program Income
- XII. Audit Requirements
- XIII. Budget Revision and Modification
- XIV. Property Management Standards
- XV. Procurement Standards
- XVI. Monitoring of Program Performance
- XVII. Financial and Performance Reporting
- XVIII. Access to Records
- XIX. Record Retention
- XX. Enforcement
- XXI. Termination and Suspension

AFTER-THE-GRANT REQUIREMENTS

- XXII. Grant Closeout Procedures

I. Compliance with Existing Laws

The Grantee, by executing this Agreement and accepting this grant, agrees to comply with all federal, State, and municipal laws, rules, and regulations applicable to the activities in which the Grantee is engaged in the performance of this grant.

The Grantee hereby binds itself, certifies and assures that it will comply with all federal, State, and local laws and regulations, policies, guidelines, and requirements, as they relate to the acceptance and use of federal CSFRF Funds, including all applicable State and Federal Executive Orders. The Parties expressly acknowledge that the matters which are the subject of this Grant Agreement are governed by the ARP Act, including subtitle M, and administered by the U.S. Treasury, and may be subject to ongoing modifications and clarifications. The Grantee agrees to comply with all applicable CSFRF requirements and Federal cross-cutting statutes and regulations as more fully detailed in the Schedule of Assurances attached hereto as Exhibit D and made a part hereof, in addition to the U.S. Treasury Guidance and Frequently Asked Questions and the U.S. Treasury Final Rule (31 CFR Part 35) as they may be updated from time to time, and subject to any other exceptions and waivers that may be issued by U.S. Treasury that affect CSFRF Funds.

In addition to laws, rules and regulations governing the Grantee's specific type of activities, Grantee shall comply with the following:

Federal Office of Management and Budget (OMB) documents:

- Federal OMB Super Circular Information, 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (available on the Internet at <https://www.nj.gov/treasury/omb/supercircular.shtml>)

New Jersey Department of the Treasury, Office of Management and Budget documents:

- Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. (available on the internet at https://www.state.nj.us/infobank/circular/cir1508_omb.pdf)

State Affirmative Action Legal Citations:

- The Grantee shall require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5 et al., and P.L. 1975, c.127 and all implementing regulations.

Grantee acknowledges and agrees that failure to comply with all applicable federal and State laws, rules and regulations shall be grounds for termination of this Agreement pursuant to Section XXI(C).

II. Bonding and Insurance

Grantee is a public higher education institution in the State of New Jersey. As such, this Agreement hereby expressly incorporates the following Statement of Public Liability Insurance: Any agreement or arrangement signed and entered into on behalf of the State of New Jersey by a State official or employee shall be subject to the provisions of the New Jersey Tort Claims Act, N. J. S. A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees are covered under the terms and conditions of the New Jersey Tort Claims Act. The Act also creates a special tort claims fund and provides for payment of claims against the State of New Jersey and/or its employees whom the State is obligated to indemnify against tort claims that arise out of the performance of their duties. Claims against the State of New Jersey or its employees arising out of the performance of this Agreement should be referred for handling to the Attorney General, Division of Law, Tort Litigation Section, Hughes Justice Complex, P.O. Box 116, Trenton, New Jersey 08625. Furthermore, the State of New Jersey self-funds for Workers Compensation and Disability.

III. Indemnification

Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., the Grantee shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice, by any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the Grantee. To the extent permitted by law, the Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.

IV. Assignability

The Grantee shall not assign or transfer any interest except as may be provided for in this Grant or with the express written approval of the Department.

V. Special Grant Conditions for "High Risk" Grantees

- A. A Grantee may be considered "high risk" if the Department determines that a Grantee exhibits one or more of the following characteristics:

1. Has a history of unsatisfactory performance.
2. Is not financially stable.
3. Has a financial management system which does not meet the standards set forth in section VI.
4. Has not conformed to terms and conditions of previous awards.
5. Is otherwise not responsible and the Department determines that an award will be made, then special conditions and/or restrictions shall correspond to the high-risk condition and shall be included in the award.

B. Special conditions or restrictions applicable to high-risk Grantees may include:

1. Payment on a reimbursement basis.
2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
3. Requiring additional, more detailed financial reports.
4. Additional project monitoring.
5. Requiring the Grantee to obtain technical or management assistance.
6. Establishing additional prior approvals.

C. The Department may in its sole discretion impose any of the above conditions on the Grantee before or during the term of the grant. To impose a condition on Grantee pursuant to this section, a Department official will notify the Grantee as soon as possible, in writing of:

1. The nature of the special conditions/restrictions.
2. The reason(s) for imposing special conditions.
3. The corrective actions which must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
4. The method of requesting reconsideration of the conditions/restrictions imposed.

VI. Financial Management System

A. The Grantee shall be responsible for maintaining an adequate financial management system, and will immediately notify the Department when the Grantee cannot comply with the requirements established in this section of Exhibit C.

B. Grantee financial management system shall provide for:

1. Financial Reporting
Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of this Grant Agreement.

2. Accounting Records
Records that adequately identify the source and application of funds for activities supported by the Department's expenditure. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, expenditures, and income., as applicable.
 3. Internal Control
Effective internal and accounting controls over all funds, property, and other assets. The Grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 4. Budget Control
Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of financial information with performance or productivity data, including the development of unit cost information required by the Department.
 5. Allowable Cost
Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and State requirements pursuant to 2 C.F.R. Part 200.403 et seq.
 6. Source Documentation
Accounting records that are supported by source documentation.
 7. Cash Management
Procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department.
- C. The Department may require the submission of a statement attesting to the adequacy of the Grantee's accounting system, as provided in Section VII of this Exhibit C.
- D. The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by the Department upon written notice to the Grantee, until such time as the system meets with Department approval.

VII. Method of Payment

- A. Form of Payment -- Grantee must agree to accept cash advances via an Automated Clearing House (ACH) transaction. Subject to the exceptions listed at 2 CFR 200.305(b)(8), all cash advance funds disbursed to the subrecipient must be deposited in an interest-bearing account.
- B. Advanced Payment – In its sole discretion, the Department may authorize an advance payment provided the Grantee demonstrates willingness and ability to maintain

procedures to minimize the time elapsing between the transfer of the funds and its disbursement and upon receipt of a fully executed Grant Agreement and other supporting documents. Such advance, if authorized, is to cover estimated disbursement needs for an initial period so that the Grantee will not have to use its own funding for the project(s) being funded by the grant.

- C. Payment Upon Execution – It is the intent of the OSHE to award the Grant in full, or Twenty Million Dollars (\$20,000,000), to the Grantee, as funding for the development of the Public Health Partnership Initiative at KEAN UNIVERSITY, upon execution of this Agreement. The Grant will be disbursed to the Grantee by means of a wire transfer.

VIII. Allowable Costs

- A. Limitation on Use of Funds. Grant funds must be used only for allowable, direct costs. Grant funds may not be used for ineligible costs, as defined by the ARP Act, 42 U.S.C. 802(c)(2) and the U.S. Treasury CSFRF Final Rule, 87 Fed. Reg. 4338, 4422 (Jan. 27, 2022), including the use of funds for debt service or to replenish financial reserves.
- B. Applicable Cost Principles. For each type of organization, there is a set of federal principles for determining allowable costs. Allowable costs will be determined in accordance with applicable federal cost principles specific to the organization incurring the costs (e.g., 2 CFR Part 200), and State requirements.

IX. Period of Availability of Funds

The Grantee shall only charge costs resulting from obligations made during the funding period of the grant award. Costs incurred by the Grantee prior to a fully executed Grant Agreement between the Grantee and the Department are at the Grantee's own risk should funding not occur. Carryover of any unobligated balance from one funding period to another funding period requires the prior written approval of the Department.

X. Matching and Cost Sharing

There are no cost-sharing requirements for the Grantee under Grant # OSHE-ARP-004.

XI. Program Income

- A. Program income shall be defined as gross income earned by the Grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.
- B. Grantee shall add interest earned on advances of grant funds to the funds received from the Department.

- C. All other program income earned during the grant period shall be added by the Grantee to funds received from the Department under the Agreement and used by the Grantee to further eligible program objectives as set forth in the Agreement.

XII. Audit Requirements

This grant is covered by the audit requirements of the Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid and EO 166.

XIII. Budget Revision and Modification

- A. This Section sets forth criteria and procedures to be followed by the Grantee in reporting deviations from the approved budget and in requesting approvals for budget revisions and modification.
- B. Budget major category and/or budget line-item variances, if permitted, shall be indicated in the Agreement. Any deviations outside the limits established in the Agreement must be approved by the Department. Such requests for budget flexibility outside of what is provided for within the Agreement must be submitted to the funding program in writing by the Grantee with an explanation for the variance request prior to incurring the cost. No variances outside the limits stated in the Agreement are permitted without the written approval of the Department by means of a formal amendment to the Agreement.
- C. Grantee shall request approval in writing, from the Department, when there is reason to believe a revision or modification will be necessary for the following reasons:
 - 1. Changes in the scope, objective, financial assistance, key personnel, timing of the project or program, or deviations from the approved budget outside of what is provided for within the Agreement.
 - 2. To provide financial assistance to a third party by sub-granting (if authorized by law) or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award.
 - 3. The need for additional funding or to extend the period of availability of funds.
 - 4. Adjustments between cost categories and/or shifts of funding to direct cost categories that are not part of the approved budget.
 - 5. Revisions which involve the transfer of amounts budgeted for indirect costs to absorb increases in direct costs.

For this Agreement, indirect costs are defined as those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to

the cost objectives specifically benefited without effort disproportionate to the results achieved.

Direct costs are defined as those which can be identified specifically with a particular cost objective. These costs may be charged directly to grants, contracts, or to other programs against which costs are finally lodged.

- D. The Department may also, at its option, establish a policy to restrict transfers of funds among direct cost categories and must require Grantees to comply with applicable federal and State requirements concerning prior approval for certain budget changes.
- E. When requesting approval for budget revisions, the Grantee shall clearly show the change in cost categories and may use the budget form provided in Attachment B of this grant.
- F. The Department may request changes in the scope of services of the Grantee to be performed hereunder. Such changes, which are mutually agreed upon by and between the Department and the Grantee must be incorporated in written amendments to this grant.
- G. If the Grantee is making program expenditures or providing grant services at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant amount or provide grant services, the Department may so notify the Grantee. If, after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of program expenditures or grant services, the Department may upon thirty (30) days' notice to the Grantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Grantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by the Department subsequent to the awarding of the grant and the funds have already been received by the Grantee, the reduced amount will be remitted to the Department.
- H. If a revision requested will result in a change to the Grantee's approved project which requires federal prior approval, the Department will obtain the federal agency's approval before approving the Grantee's request.

XIV. Property Management Standards

Property furnished by the Department or acquired in whole or in part with federal or Department funds or whose cost was charged to the project supported by federal or

Department funds shall be utilized and disposed of in a manner generally consistent with State and federal requirements.

XV. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this Grant Agreement shall be accomplished in a manner consistent with the Grantee's documented procurement procedures, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR Part 200.318 et seq.

Adherence to the standards contained in the applicable federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurement. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues or obligations arising out of any procurement entered in support of a grant.

XVI. Monitoring of Program Performance

- A. The Grantee must assure compliance with applicable federal and State requirements and that performance goals are being achieved in accordance with the Agreement. The Grantee must continually monitor its performance of the grant-supported activities to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals and objectives are being achieved in accordance with the activities delineated in Section 1 of the Agreement.
- B. The Grantee shall inform the Department of the following types of conditions which affect the program objectives and performance set forth in the Agreement as soon as they become known:
 - 1. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any Department assistance required to resolve the situation.
 - 2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or at less cost or producing more beneficial results than originally planned.
- C. The Department may, in its sole discretion, make site visits to:
 - 1. Review program documentation, accomplishments, and management control systems.
 - 2. Provide such technical assistance as may be required.

3. Perform fiscal reviews to ensure grant funds are being properly expended and in a timely manner.

XVII. Financial and Performance Reporting

- A. The Grantee shall submit monthly financial reports, in a format to be provided by the Department, and including the number of government full-time employees responding to COVID-19 as supported by this funding.
- B. The Grantee shall submit a final report as prescribed in Section 5 of the Grant Agreement. The final report shall contain a comparison of actual expenditures with budgeted expenditures and a written narrative performance report, signed by the president of the institution or a designee, of what was accomplished by the expenditure of funds towards achieving the purpose(s) of the Grant Agreement.
- C. If requested, the Grantee shall submit interim expenditure reports comparing actual expenditures with the approved Grant Budget. These reports shall be submitted as requested.
- D. If requested, the Grantee shall submit interim performance reports as prescribed by the Department; however, reports shall not be required more frequently than quarterly or less frequently than annually.
- E. Extensions to reporting due dates may be granted upon written request to the Department.
- F. If reports are not submitted as required, the Department may, at its discretion, suspend payments on this grant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Grantee on this or any grant with other State agencies until the required reports have been submitted.
- G. Recognizing the disproportionate impact of the pandemic-related recession on low-income communities, recipients must report whether certain types of projects or services are targeted to economically disadvantaged communities, as defined by HUD's Qualified Census Tract.

XVIII. Access to Records

- A. The Grantee by executing and accepting this grant agrees to make available upon request, to the Department, any federal agency whose funds are expended during this grant, or any of their duly authorized representatives, pertinent accounting records, books, documents, and papers for inspection and copying as may be necessary to monitor and audit the Grantee's operations.

- B. All visitations, inspections, and audits, including visits and requests for documentation in discharge of the Department's responsibilities, shall as a general rule provide prior notice when reasonable and practical to do so. However, the Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. The Department reserves the right to have access to records of any sub-Grantees and requires the Grantee to provide for Department access to such records in any grant with the sub-Grantee.
- D. The Department reserves the right to have access to all work papers produced in connection with audits made by the Grantee or any independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.

XIX. Record Retention

- A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records, and all other records pertinent to the grant shall be retained for a period of seven (7) years, unless federal or State funding department statutes require longer periods or unless directed to extend the retention period by the Department.
 - 1. If any litigation, claim, negotiation action or audit involving the records is started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven-year period, whichever is later, unless otherwise directed by the Department.
 - 2. Records for nonexpendable property acquired with the Department funds shall be retained for seven (7) years after its final disposition, unless otherwise provided or directed by the Department.
- B. For federal and State purposes (unless otherwise provided):
 - 1. General – The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.
 - 2. Real Property and Equipment – The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the Department.
- C. The Department may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and

will arrange with the Grantee to retain any records that are continuously needed for joint use.

XX. Enforcement

Remedies for Noncompliance

If a Grantee materially fails to comply with any term of this Agreement, or any related requirements including those stated in a state or federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the Department may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the Grantee's program.
4. Withhold further awards for the program.
5. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
6. Take other remedies that may be legally available.

Hearings, Appeals

In taking an enforcement action, the Department may provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

Effects of Suspension and Termination

Costs incurred by the Grantee, resulting from obligations incurred by the Grantee during a suspension or after the termination of an award, are not allowable to be applied against the grant unless the Department expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, and cannot be canceled.

Relationship to Debarment and Suspension

The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Grantee from being subject to State and federal debarment and suspension procedures.

XXI. Termination and Suspension

A. The following definitions shall apply for the purposes of this Section:

1. Termination

The termination of a grant means the cancellation of assistance, in whole or part, under a Grant Agreement at any time prior to the date of completion.

2. Suspension

The suspension of a grant is an action by the Department taken temporarily under the Agreement pending corrective action by the Grantee or pending a decision to terminate the grant by the Department.

3. Disallowed Costs

Disallowed costs are those charges against the Grant Budget, which the Department or its representatives determine to be beyond the scope of the grant, excessive, or otherwise unallowable.

B. When the Grantee has failed to comply with any Agreement term, standards, or conditions, the Department may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with paragraph C below. The Department shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet federal and State requirements.

C. The Department may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the Agreement. The Department shall promptly notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by the Department under the grant terminated for cause shall be in accordance with the legal right and liability of the parties.

D. The Department and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

E. The Grant Closeout procedures in Section XXIII of this Exhibit B shall apply in all cases of termination of the grant.

CLOSEOUT REQUIREMENTS

XXII. Grant Closeout Procedures

- A. The following definitions shall apply for the purpose of this Section:
1. Grant Closeout
The closeout of a grant is the process by which the Department determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.
 2. Date of Completion
The date when all grant activities are completed or the expiration date in the Agreement, or any supplement or amendment thereto and no later than December 31, 2026.
- B. The Grantee shall submit final expenditure and performance reports as prescribed by the Department and in the timeframes set forth in the Agreement upon completion of the grant period or termination of the grant.
The Department may permit extensions when requested in writing by the Grantee.
- C. The Grantee will, together with the submission of the final report, refund to the Department any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by the Department to be retained.
- D. In the event a final audit has not been performed prior to the closeout of the grant, the Department retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

EXHIBIT D

SCHEDULE OF ASSURANCES

KEAN UNIVERSITY will comply with the provisions of the following federal statutes, rules, and regulations in connection with the American Rescue Plan Act – Coronavirus State Fiscal Recovery Fund:

A. Federal regulations applicable include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as U.S. Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by U.S. Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. See <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and U.S. Treasury's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (January 20, 2021).
9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

10. Generally applicable federal environmental laws and regulations.

B. Statutes and regulations prohibiting discrimination applicable include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. The following language must be included in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and the U.S. Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

C. Federal Labor Standards

1. The Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts of \$100,000 or greater be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;

2. The Federal Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
3. The Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (29 CFR 3), which requires payment of wages once a week and allows only permissible payroll deductions.

D. Other State and federal laws applicable include, but are not limited to, the following:

1. The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.), establishing a prevailing wage level for workers engaged in public works.
2. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
3. State of New Jersey Executive Order No. 215 (Kean 1989), requiring environmental assessments or environmental impact statements to the extent applicable for major construction projects.
4. (a) In accordance with 41 U.S.C. § 4712, KEAN UNIVERSITY may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- (b) The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for contract or grant oversight or management;
 - e. An authorized official of the U.S. Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of OSHE, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- (c) KEAN UNIVERSITY shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
5. Contracting with Small, Minority-owned, Women-owned and Veteran-owned Businesses, and Labor Surplus Area Firms.

(a) KEAN UNIVERSITY shall take all necessary affirmative steps to ensure contracting opportunities are provided to small, minority-owned, woman-owned, and veteran-owned businesses, and labor surplus area firms. As used in this contract, the terms “minority-owned business,” “women-owned business,” and “veteran-owned business” means a business that is at least fifty-one percent (51%) owned and controlled by minority group members, women or veterans. For purposes of this definition, “minority group members” are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. KEAN UNIVERSITY may rely on written representations by businesses regarding their status as minority, women and veteran businesses in lieu of an independent investigation.

(b) Affirmative steps shall include:

- a. Placing qualified small and minority-, veteran- and women-owned businesses on solicitation lists;
- b. Ensuring that small and minority-, veteran- and women-owned businesses are solicited whenever they are potential sources for goods and/or services required in furtherance of the Agreement;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority-, veteran- and women-owned businesses;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority-, veteran- and women-owned businesses;
- e. Using the service and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subparagraphs (a) through (e) of this section.

E. Increasing Seat Belt Use in the United States.

1. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), KEAN UNIVERSITY should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

F. Reducing Text Messaging When Driving

1. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), KEAN UNIVERSITY should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and KEAN UNIVERSITY should establish workplace safety policies to decrease accidents caused by distracted drivers.

G. Personally Identifiable Information

1. To the extent the Grantee receives personally identifiable information, it will comply with the Privacy Act of 1974 and U.S. Treasury rules and regulations related to the protection of

personally identifiable information. The term “personally identifiable information” refers to information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as the date and place of birth, mother’s maiden name, etc. See 2 CFR 200.79. Subrecipients shall require all persons that have access to personally identifiable information (including subcontractors/subconsultants and their employees) to sign a Non-Disclosure Agreement.

H. Conflicts of Interest.

1. The Grantee must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded with CSFRF Funds.
2. KEAN UNIVERSITY and any grantees or subrecipients must disclose in writing to U.S. Treasury or OSHE, as appropriate, any potential conflict of interest affecting the CSFRF Funds in accordance with 2 C.F.R. § 200.112.

I. American Rescue Plan Act

1. Sections 602 and 603 of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).
2. Implementing regulations adopted by the U.S. Treasury pursuant to Section 602(f) of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).

**AGREEMENT BETWEEN
THE NEW JERSEY OFFICE OF THE SECRETARY OF HIGHER EDUCATION
AND
KEAN UNIVERSITY
FOR
PUBLIC HEALTH PARTNERSHIP INITIATIVE
UNION, NJ**

This Agreement (“Agreement”), Grant Agreement for the KEAN UNIVERSITY PUBLIC HEALTH PARTNERSHIP, made as of the 15thst day of May 2023, by and between the OFFICE OF THE SECRETARY OF HIGHER EDUCATION (“Department” “OSHE” or “Grantor”) and KEAN UNIVERSITY (“University” or “Grantee”) together (“the Parties”), confirms the mutual understandings and intentions of the Parties hereto as to the following:

WHEREAS, due to the increase in the number of novel coronavirus (“COVID-19”) cases in New Jersey, the surrounding region and across the globe, the Governor of the State of New Jersey issued Executive Order No. 103 declaring a public health emergency and a state of emergency in the State of New Jersey (the “State”) on March 9, 2020, allowing for certain executive actions to respond to the increasing number of COVID-19 cases in the State; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic (the “COVID-19 Pandemic”) and on March 13, 2020, the President of the United States (“President”) declared a national state of emergency; and

WHEREAS, in response to the COVID-19 Pandemic, Congress enacted as series of laws to address the impacts of the COVID-19 Pandemic; and

WHEREAS, on March 11, 2021, the President signed the “American Rescue Plan Act of 2021” P.L. 117-2 (the “ARP Act”) into law; and

WHEREAS, as part of the ARP Act, Congress at subtitle M of the ARP Act, amended Title VI of the Social Security Act (42 U.S.C. 801 et seq.) by adding Sections 602 and 603 to create the “Coronavirus State Fiscal Recovery Fund” (“CSFRF”); and

WHEREAS, CSFRF monies (“CSFRF Funds”) are to be used, generally: (a) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State who are performing such essential work, or by providing grants to eligible workers who perform essential work; (c) for the provision of government services to the extent of the reduction in revenue of the State due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State prior to the emergency; or (d) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the State received \$6,244,537,955.50 in CSFRF Funds under the ARP Act which must be used in conformance with the requirements of the ARP Act; and

WHEREAS, pursuant to the Fiscal Year 2022 Appropriations Act, L. 2021, c. 133, as may be amended from time to time, funding recommendations other than those appropriated by that Act shall be subject to the approval of the Joint Budget Oversight Committee; and

WHEREAS, the approved State of New Jersey Fiscal Year 2023 Budget included a direct line-item appropriation of federal ARP monies of Twenty Million Dollars (\$20,000,000) to KEAN UNIVERSITY for capital construction, as more fully described in **Exhibit A** (the “Program”); and

WHEREAS, pursuant to the Fiscal Year 2022 Appropriations Act, L. 2021, c.133, as may be amended from time to time, OSHE is responsible for overseeing the entire portfolio of funds, consistent with CSFRF requirements, as the State-designated Grants Manager; and

WHEREAS, the State Treasurer has entered into a Memorandum of Understanding dated as of July 22, 2021, with OSHE, as Grant Manager for the CSFRF Funds, to provide those grant management functions and processes for the State that are necessary to administer and manage and disburse funds accordingly; and

WHEREAS, subject to the terms and conditions of this Agreement, the OSHE is distributing a portion of the CSFRF Funds, in an amount not to exceed Twenty Million Dollars (\$20,000,000) to provide funding to KEAN UNIVERSITY for the Program; and

WHEREAS, the disbursement of funds shall be undertaken in compliance with Federal, State and local laws and regulations, Executive Order No. 166 (Murphy 2020) (“EO 166”), 31 CFR Part 35 U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds – Final Rule, and Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“2 CFR Part 200”);

WHEREAS, KEAN UNIVERSITY has agreed to apply the amounts received from OSHE under this Agreement to the payment of costs that will be incurred for the Program; and

WHEREAS, it is in the Parties’ mutual interests, as well as in the public interest, to have the Parties’ respective responsibilities memorialized in a written agreement.

NOW, THEREFORE, OSHE and KEAN UNIVERSITY do hereby agree as follows:

1. KEAN UNIVERSITY shall apply the CSFRF Funds to the Program for expenditures selected from the list set forth in **Exhibit B** hereto. KEAN UNIVERSITY may propose to amend **Exhibit B** by providing written notice of the proposed amendments to the Department. Within a reasonable time, following receipt of KEAN UNIVERSITY’s proposed amendments to **Exhibit B**, the Department shall advise KEAN UNIVERSITY in writing as to whether **Exhibit B**, as updated, is approved.
2. OSHE will distribute the CSFRF Funds to KEAN UNIVERSITY for Fifty percent of the Grant amount of Twenty Million Dollars (\$20,000,000), as funding for Program expenses, upon the

execution of this Agreement. For fiscal year (“FY”) 2023, KEAN UNIVERSITY agrees to submit to the Department regular financial reports as requested so the Department’s staff can perform a reasonable review:

- a. A full accounting of all expenditures to be funded with the CSFRF grant, including executed contracts and invoices, as applicable.
 - b. Alternatively, if CSFRF funds are used to reimburse the Program for costs incurred after March 2, 2021, the accounting shall include a description of all expenditures made and their associated costs along with proof of payment, such as a vendor receipt.
 - c. Bank statements for the separate account in which KEAN UNIVERSITY deposits the CSFRF Funds.
 - d. Such additional information as the Department may reasonably request.
3. Any and all payments for the Program to be made by OSHE shall be subject to appropriations being made from time to time by the New Jersey Legislature (the “State Legislature”) for such purposes. The State Legislature has no obligation to make appropriations for such purposes. Furthermore, any and all payments for the Program to be made by the Department are also subject to the availability of such funds. OSHE shall have no obligation to make any payment for the Program due to the failure of the State Legislature to make such appropriations or due to the unavailability of such funds during the Fiscal Year.
 4. A failure of the State Legislature to appropriate such funds to pay costs in the Appropriations Act for the Fiscal Year (including without limitation, the reduction or cancellation of an appropriation pursuant to an amendment to the Appropriations Act for the Fiscal Year) in an amount sufficient to pay for the Program (an “Event of Non-Appropriation”) will not constitute a default under this Agreement. The unavailability of such funds for the Department to make a payment for the Program during the Fiscal Year (an “Event of Unavailability of Funds”) will not constitute a default under this Agreement. The OSHE will not be liable in any manner upon an Event of Non-Appropriation or upon an Event of Unavailability of Funds.
 5. KEAN UNIVERSITY agrees that all funds not obligated in accordance with this Agreement will be returned to the Department by December 31, 2024 provided that (i) obligated funds include funds that are needed to pay expenditures listed in Exhibit B that are under contract by December 31, 2024 (“FY 2025 Contracts”), but for which payments are made after that date; (ii) KEAN UNIVERSITY provides the Department with a copy of said FY 2025 Contracts, (iii) KEAN UNIVERSITY provides the Department, by December 31, 2024, a copy of all purchase orders for the remaining work to be done under any FY 2025 Contracts, and (iv) KEAN UNIVERSITY will provide the Department with invoices and proof of payment for all expended funds once payment is complete. All funds must be expended by December 31, 2026. Because the Grant is subject to the aforementioned deadlines imposed by U.S. Treasury, KEAN UNIVERSITY agrees to use the CSFRF funds for Program costs before expending funding from other sources. These eligible costs can include reimbursement for eligible Program costs incurred after March 2, 2021.

6. Documentation and material that KEAN UNIVERSITY provides to the OSHE pursuant to Section 2 of this Agreement shall be provided via email to the Chief Financial Officer, [REDACTED]. All other notices and communications hereunder shall be in writing and shall be deemed given when (i) hand-delivered with receipt acknowledged, (ii) sent by electronic communication, (iii) mailed by first class mail, registered or certified, return receipt requested, or (iv) sent by recognized overnight carrier, postage prepaid and with acknowledgment of delivery, to the parties at the addresses set forth below or as to each party at such other or additional address or numbers as shall be designated by such party in a written notice to the other party hereto:

Kean University
Finance Officer
1000 Morris Avenue
Union, NJ 07083
Attention: Andrew Brannen
Chief Financial Officer

Office of the Secretary of Higher Education
Finance Office
1 John Fitch Way 10th floor
P.O. Box 542
Trenton, NJ 08625
Attention: [REDACTED]
Assistant Secretary/Chief Financial Officer

7. Enforcement

A. Remedies for Noncompliance

If KEAN UNIVERSITY materially fails to comply with the terms of the award, whether pursuant to a State or federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, OSHE may take one or more of the following actions, as appropriate in the circumstances:

1. Disallow all or part of the cost of the activity or action not in compliance.
 2. Wholly or partly suspend or terminate the current award for KEAN UNIVERSITY.
 3. Withhold further awards for KEAN UNIVERSITY.
 4. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 5. Take other remedies that may be legally available.
8. This Agreement is supplemented by **Exhibits A, B, C and D** which are attached hereto and incorporated herein.
9. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.
10. This Agreement may be executed in any number of counterparts, all of which counterparts, taken together, shall constitute but one and the same Agreement.
- 11.

IN WITNESS WHEREOF, the OFFICE OF THE SECRETARY OF HIGHER EDUCATION and KEAN UNIVERSITY have executed this Agreement for FY 2023:

STATE OF NEW JERSEY OFFICE OF THE SECRETARY OF HIGHER EDUCATION

DocuSigned by:

Brian K. Bridges

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Brian K. Bridges, Ph.D
Secretary

Date: 5/17/2023

KEAN UNIVERSITY

DocuSigned by:

Dr. Lamont Repollet

EE03A77180344B2...

Lamont Repollet, Ed.D
President

Date: 5/17/2023

EXHIBIT A

KEAN UNIVERSITY NEEDS AND PROGRAM ELIGIBILITY

SECTION: Brief Program Description* (add additional sheets if needed)

The proposed public health initiative would involve the redevelopment of a nearby office building into a University-based health center that provides a combination of: traditional health services, a variety of allied health services, and a new center for mental and behavioral health resources. The traditional services offered on-site would include, but not be limited to, community health screenings, maternal health services, genetic counseling, vaccinations and related laboratory testing. Test processing already is available on-site at Kean University following CLIA approval of Kean's laboratory during the COVID-19 pandemic and a recent expansion of that approval to cover more extensive and routine health testing. The lab would be relocated and expanded in this renovated health facility.

The University also would look to offer on-site services in the allied health fields where it excels: speech therapy, occupational therapy, physical therapy and physician's assistant programming. The new public health initiative would serve a dual role in both providing these services to the public and neighboring underserved communities at a reduced cost, while at the same time providing graduate students with access to clinical rotations at the University rather than competing for limited and expensive clinical slots at other public and private health facilities.

Additionally, the University looks to leverage its excellent history and experience in educating and training school and clinical psychologists by developing and operating both a community counseling center on site for adults and a behavioral therapy center on site with a focus on children and teens. This center also could become a valuable resource for training and professional development for K-12 teachers in the state who seek additional guidance and support in managing mental and behavioral health issues in the classroom.

A key piece of this comprehensive strategy is to secure a privately-owned 210,000 sq ft office facility that is located on Kean Drive/Morris Avenue. The building is part of a three-building office park located at 1075-1095 Morris Avenue in Union Township, in the center of campus. Kean already owns and operates one of the three buildings as an academic STEM-focused facility. Kean will adapt the space and dedicate the facility and its programs to this expansive public health initiative. These \$20 million in CSFRF funds would be used toward the purchase of the building.

SECTION: Capital Expenditures

Comparison of the proposed capital expenditure against two alternative capital expenditures.

- 1) Development of a new facility on campus after the demolition of an aging one.

The University reviewed opportunities to locate the proposed public health center on existing campus property in Union Township. The most viable location on campus would involve the demolition of one of the university's aging residence halls, and designing and developing the new facility from the ground up. Challenges to this

approach presented in several areas, including limits on the size and scope of the facility that could be built in this area; the limited ability for the public to easily access the facility and to do so with some measure of privacy; the lack of drop-off opportunities at this site; no additional on-site parking available on an already congested campus; the need to create a complex infrastructure system, including laboratory space, from scratch. The estimate for this approach exceeded \$84 million.

2) Purchase and renovation of an alternative office building facility for this purpose.

The university has discussed the potential purchase of the third (alternate) office building in the office park described above at 1075-1095 Morris Avenue. While not currently for sale, owners expressed interest in considering an offer, but their base price for the building at 1095 was \$4 million higher than the facility the university is pursuing even though their facility has 42,000 sq feet less. Additionally, this facility is currently fully leased, which would certainly extend Kean's project timeline significantly if some of the long-term leases needed to be completed or increase costs to the university if they needed to be bought out.

EXHIBIT B - BUDGET**Section 1 Direct:**

Expenditure Category:

Expenditure Sub-Category:

	Activity 1	Activity 2
		Total
<u>Budget Expenditure Categories</u>		-
1. Salaries	\$	\$
2. Related Benefits		-
3. IT/Telecom		-
4. Operating Supplies & Services		-
5. Environmental Reviews		-
6. Grants	\$ 20,000,000.00	
7. Contracts		
8. Loans		
9. Transfers		
10. Direct		-
11. Total Direct Costs (add lines 1-10)		\$20,000,000.00

Section 2 Admin:

Expenditure Category:

Expenditure Sub-Category:

	Activity 1	Activity 2	Total
<u>Budget Expenditure Categories</u>			-
1a. Salaries			-
2a. Related Benefits			-
3a. IT/Telecom			-
4a. Operating Supplies & Services			-
5a. Contracts/Professional Services			-
6a. Environmental Reviews			-
7a. Total Admin Costs (add lines 1a-6a)			-
8a. Total Costs State Grant Funds (Lines 12 and 7a)	\$		\$20,000,000.00

EXHIBIT C
STATE OF NEW JERSEY GRANT AGREEMENT BETWEEN
THE OFFICE OF THE SECRETARY OF HIGHER EDUCATION (“DEPARTMENT”)
AND KEAN UNIVERSITY (“GRANTEE”)
GRANT NUMBER: OSHE-ARP-004

GENERAL

- I. Compliance with Existing Laws
- II. Bonding and Insurance
- III. Indemnification
- IV. Assignability

PRE-AWARD REQUIREMENTS

- V. Special Grant Conditions for "High Risk" Grantees

POST-AWARD REQUIREMENTS

- VI. Financial Management System
- VII. Method of Payment
- VIII. Allowable Costs
- IX. Period of Availability of Funds
- X. Matching and Cost Sharing
- XI. Program Income
- XII. Audit Requirements
- XIII. Budget Revision and Modification
- XIV. Property Management Standards
- XV. Procurement Standards
- XVI. Monitoring of Program Performance
- XVII. Financial and Performance Reporting
- XVIII. Access to Records
- XIX. Record Retention
- XX. Enforcement
- XXI. Termination and Suspension

AFTER-THE-GRANT REQUIREMENTS

- XXII. Grant Closeout Procedures

I. Compliance with Existing Laws

The Grantee, by executing this Agreement and accepting this grant, agrees to comply with all federal, State, and municipal laws, rules, and regulations applicable to the activities in which the Grantee is engaged in the performance of this grant.

The Grantee hereby binds itself, certifies and assures that it will comply with all federal, State, and local laws and regulations, policies, guidelines, and requirements, as they relate to the acceptance and use of federal CSFRF Funds, including all applicable State and Federal Executive Orders. The Parties expressly acknowledge that the matters which are the subject of this Grant Agreement are governed by the ARP Act, including subtitle M, and administered by the U.S. Treasury, and may be subject to ongoing modifications and clarifications. The Grantee agrees to comply with all applicable CSFRF requirements and Federal cross-cutting statutes and regulations as more fully detailed in the Schedule of Assurances attached hereto as Exhibit D and made a part hereof, in addition to the U.S. Treasury Guidance and Frequently Asked Questions and the U.S. Treasury Final Rule (31 CFR Part 35) as they may be updated from time to time, and subject to any other exceptions and waivers that may be issued by U.S. Treasury that affect CSFRF Funds.

In addition to laws, rules and regulations governing the Grantee's specific type of activities, Grantee shall comply with the following:

Federal Office of Management and Budget (OMB) documents:

- Federal OMB Super Circular Information, 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (available on the Internet at <https://www.nj.gov/treasury/omb/supercircular.shtml>)

New Jersey Department of the Treasury, Office of Management and Budget documents:

- Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. (available on the internet at https://www.state.nj.us/infobank/circular/cir1508_omb.pdf)

State Affirmative Action Legal Citations:

- The Grantee shall require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5 et al., and P.L. 1975, c.127 and all implementing regulations.

Grantee acknowledges and agrees that failure to comply with all applicable federal and State laws, rules and regulations shall be grounds for termination of this Agreement pursuant to Section XXI(C).

II. Bonding and Insurance

Grantee is a public higher education institution in the State of New Jersey. As such, this Agreement hereby expressly incorporates the following Statement of Public Liability Insurance: Any agreement or arrangement signed and entered into on behalf of the State of New Jersey by a State official or employee shall be subject to the provisions of the New Jersey Tort Claims Act, N. J. S. A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees are covered under the terms and conditions of the New Jersey Tort Claims Act. The Act also creates a special tort claims fund and provides for payment of claims against the State of New Jersey and/or its employees whom the State is obligated to indemnify against tort claims that arise out of the performance of their duties. Claims against the State of New Jersey or its employees arising out of the performance of this Agreement should be referred for handling to the Attorney General, Division of Law, Tort Litigation Section, Hughes Justice Complex, P.O. Box 116, Trenton, New Jersey 08625. Furthermore, the State of New Jersey self-funds for Workers Compensation and Disability.

III. Indemnification

Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., the Grantee shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice, by any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the Grantee. To the extent permitted by law, the Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.

IV. Assignability

The Grantee shall not assign or transfer any interest except as may be provided for in this Grant or with the express written approval of the Department.

V. Special Grant Conditions for "High Risk" Grantees

- A. A Grantee may be considered "high risk" if the Department determines that a Grantee exhibits one or more of the following characteristics:

1. Has a history of unsatisfactory performance.
2. Is not financially stable.
3. Has a financial management system which does not meet the standards set forth in section VI.
4. Has not conformed to terms and conditions of previous awards.
5. Is otherwise not responsible and the Department determines that an award will be made, then special conditions and/or restrictions shall correspond to the high-risk condition and shall be included in the award.

B. Special conditions or restrictions applicable to high-risk Grantees may include:

1. Payment on a reimbursement basis.
2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
3. Requiring additional, more detailed financial reports.
4. Additional project monitoring.
5. Requiring the Grantee to obtain technical or management assistance.
6. Establishing additional prior approvals.

C. The Department may in its sole discretion impose any of the above conditions on the Grantee before or during the term of the grant. To impose a condition on Grantee pursuant to this section, a Department official will notify the Grantee as soon as possible, in writing of:

1. The nature of the special conditions/restrictions.
2. The reason(s) for imposing special conditions.
3. The corrective actions which must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
4. The method of requesting reconsideration of the conditions/restrictions imposed.

VI. Financial Management System

A. The Grantee shall be responsible for maintaining an adequate financial management system, and will immediately notify the Department when the Grantee cannot comply with the requirements established in this section of Exhibit C.

B. Grantee financial management system shall provide for:

1. Financial Reporting
Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of this Grant Agreement.

2. Accounting Records
Records that adequately identify the source and application of funds for activities supported by the Department's expenditure. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, expenditures, and income., as applicable.
 3. Internal Control
Effective internal and accounting controls over all funds, property, and other assets. The Grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 4. Budget Control
Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of financial information with performance or productivity data, including the development of unit cost information required by the Department.
 5. Allowable Cost
Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and State requirements pursuant to 2 C.F.R. Part 200.403 et seq.
 6. Source Documentation
Accounting records that are supported by source documentation.
 7. Cash Management
Procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department.
- C. The Department may require the submission of a statement attesting to the adequacy of the Grantee's accounting system, as provided in Section VII of this Exhibit C.
- D. The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by the Department upon written notice to the Grantee, until such time as the system meets with Department approval.

VII. Method of Payment

- A. Form of Payment -- Grantee must agree to accept cash advances via an Automated Clearing House (ACH) transaction. Subject to the exceptions listed at 2 CFR 200.305(b)(8), all cash advance funds disbursed to the subrecipient must be deposited in an interest-bearing account.
- B. Advanced Payment – In its sole discretion, the Department may authorize an advance payment provided the Grantee demonstrates willingness and ability to maintain

procedures to minimize the time elapsing between the transfer of the funds and its disbursement and upon receipt of a fully executed Grant Agreement and other supporting documents. Such advance, if authorized, is to cover estimated disbursement needs for an initial period so that the Grantee will not have to use its own funding for the project(s) being funded by the grant.

- C. Payment Upon Execution – It is the intent of the OSHE to award the Grant in full, or Twenty Million Dollars (\$20,000,000), to the Grantee, as funding for the development of the Public Health Partnership Initiative at KEAN UNIVERSITY, upon execution of this Agreement. The Grant will be disbursed to the Grantee by means of a wire transfer.

VIII. Allowable Costs

- A. Limitation on Use of Funds. Grant funds must be used only for allowable, direct costs. Grant funds may not be used for ineligible costs, as defined by the ARP Act, 42 U.S.C. 802(c)(2) and the U.S. Treasury CSFRF Final Rule, 87 Fed. Reg. 4338, 4422 (Jan. 27, 2022), including the use of funds for debt service or to replenish financial reserves.
- B. Applicable Cost Principles. For each type of organization, there is a set of federal principles for determining allowable costs. Allowable costs will be determined in accordance with applicable federal cost principles specific to the organization incurring the costs (e.g., 2 CFR Part 200), and State requirements.

IX. Period of Availability of Funds

The Grantee shall only charge costs resulting from obligations made during the funding period of the grant award. Costs incurred by the Grantee prior to a fully executed Grant Agreement between the Grantee and the Department are at the Grantee's own risk should funding not occur. Carryover of any unobligated balance from one funding period to another funding period requires the prior written approval of the Department.

X. Matching and Cost Sharing

There are no cost-sharing requirements for the Grantee under Grant # OSHE-ARP-004.

XI. Program Income

- A. Program income shall be defined as gross income earned by the Grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.
- B. Grantee shall add interest earned on advances of grant funds to the funds received from the Department.

- C. All other program income earned during the grant period shall be added by the Grantee to funds received from the Department under the Agreement and used by the Grantee to further eligible program objectives as set forth in the Agreement.

XII. Audit Requirements

This grant is covered by the audit requirements of the Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid and EO 166.

XIII. Budget Revision and Modification

- A. This Section sets forth criteria and procedures to be followed by the Grantee in reporting deviations from the approved budget and in requesting approvals for budget revisions and modification.
- B. Budget major category and/or budget line-item variances, if permitted, shall be indicated in the Agreement. Any deviations outside the limits established in the Agreement must be approved by the Department. Such requests for budget flexibility outside of what is provided for within the Agreement must be submitted to the funding program in writing by the Grantee with an explanation for the variance request prior to incurring the cost. No variances outside the limits stated in the Agreement are permitted without the written approval of the Department by means of a formal amendment to the Agreement.
- C. Grantee shall request approval in writing, from the Department, when there is reason to believe a revision or modification will be necessary for the following reasons:
 - 1. Changes in the scope, objective, financial assistance, key personnel, timing of the project or program, or deviations from the approved budget outside of what is provided for within the Agreement.
 - 2. To provide financial assistance to a third party by sub-granting (if authorized by law) or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award.
 - 3. The need for additional funding or to extend the period of availability of funds.
 - 4. Adjustments between cost categories and/or shifts of funding to direct cost categories that are not part of the approved budget.
 - 5. Revisions which involve the transfer of amounts budgeted for indirect costs to absorb increases in direct costs.

For this Agreement, indirect costs are defined as those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to

the cost objectives specifically benefited without effort disproportionate to the results achieved.

Direct costs are defined as those which can be identified specifically with a particular cost objective. These costs may be charged directly to grants, contracts, or to other programs against which costs are finally lodged.

- D. The Department may also, at its option, establish a policy to restrict transfers of funds among direct cost categories and must require Grantees to comply with applicable federal and State requirements concerning prior approval for certain budget changes.
- E. When requesting approval for budget revisions, the Grantee shall clearly show the change in cost categories and may use the budget form provided in Attachment B of this grant.
- F. The Department may request changes in the scope of services of the Grantee to be performed hereunder. Such changes, which are mutually agreed upon by and between the Department and the Grantee must be incorporated in written amendments to this grant.
- G. If the Grantee is making program expenditures or providing grant services at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant amount or provide grant services, the Department may so notify the Grantee. If, after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of program expenditures or grant services, the Department may upon thirty (30) days' notice to the Grantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Grantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by the Department subsequent to the awarding of the grant and the funds have already been received by the Grantee, the reduced amount will be remitted to the Department.
- H. If a revision requested will result in a change to the Grantee's approved project which requires federal prior approval, the Department will obtain the federal agency's approval before approving the Grantee's request.

XIV. Property Management Standards

Property furnished by the Department or acquired in whole or in part with federal or Department funds or whose cost was charged to the project supported by federal or

Department funds shall be utilized and disposed of in a manner generally consistent with State and federal requirements.

XV. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this Grant Agreement shall be accomplished in a manner consistent with the Grantee's documented procurement procedures, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR Part 200.318 et seq.

Adherence to the standards contained in the applicable federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurement. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues or obligations arising out of any procurement entered in support of a grant.

XVI. Monitoring of Program Performance

- A. The Grantee must assure compliance with applicable federal and State requirements and that performance goals are being achieved in accordance with the Agreement. The Grantee must continually monitor its performance of the grant-supported activities to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals and objectives are being achieved in accordance with the activities delineated in Section 1 of the Agreement.
- B. The Grantee shall inform the Department of the following types of conditions which affect the program objectives and performance set forth in the Agreement as soon as they become known:
 - 1. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any Department assistance required to resolve the situation.
 - 2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or at less cost or producing more beneficial results than originally planned.
- C. The Department may, in its sole discretion, make site visits to:
 - 1. Review program documentation, accomplishments, and management control systems.
 - 2. Provide such technical assistance as may be required.

3. Perform fiscal reviews to ensure grant funds are being properly expended and in a timely manner.

XVII. Financial and Performance Reporting

- A. The Grantee shall submit monthly financial reports, in a format to be provided by the Department, and including the number of government full-time employees responding to COVID-19 as supported by this funding.
- B. The Grantee shall submit a final report as prescribed in Section 5 of the Grant Agreement. The final report shall contain a comparison of actual expenditures with budgeted expenditures and a written narrative performance report, signed by the president of the institution or a designee, of what was accomplished by the expenditure of funds towards achieving the purpose(s) of the Grant Agreement.
- C. If requested, the Grantee shall submit interim expenditure reports comparing actual expenditures with the approved Grant Budget. These reports shall be submitted as requested.
- D. If requested, the Grantee shall submit interim performance reports as prescribed by the Department; however, reports shall not be required more frequently than quarterly or less frequently than annually.
- E. Extensions to reporting due dates may be granted upon written request to the Department.
- F. If reports are not submitted as required, the Department may, at its discretion, suspend payments on this grant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Grantee on this or any grant with other State agencies until the required reports have been submitted.
- G. Recognizing the disproportionate impact of the pandemic-related recession on low-income communities, recipients must report whether certain types of projects or services are targeted to economically disadvantaged communities, as defined by HUD's Qualified Census Tract.

XVIII. Access to Records

- A. The Grantee by executing and accepting this grant agrees to make available upon request, to the Department, any federal agency whose funds are expended during this grant, or any of their duly authorized representatives, pertinent accounting records, books, documents, and papers for inspection and copying as may be necessary to monitor and audit the Grantee's operations.

- B. All visitations, inspections, and audits, including visits and requests for documentation in discharge of the Department's responsibilities, shall as a general rule provide prior notice when reasonable and practical to do so. However, the Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. The Department reserves the right to have access to records of any sub-Grantees and requires the Grantee to provide for Department access to such records in any grant with the sub-Grantee.
- D. The Department reserves the right to have access to all work papers produced in connection with audits made by the Grantee or any independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.

XIX. Record Retention

- A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records, and all other records pertinent to the grant shall be retained for a period of seven (7) years, unless federal or State funding department statutes require longer periods or unless directed to extend the retention period by the Department.
 - 1. If any litigation, claim, negotiation action or audit involving the records is started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven-year period, whichever is later, unless otherwise directed by the Department.
 - 2. Records for nonexpendable property acquired with the Department funds shall be retained for seven (7) years after its final disposition, unless otherwise provided or directed by the Department.
- B. For federal and State purposes (unless otherwise provided):
 - 1. General – The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.
 - 2. Real Property and Equipment – The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the Department.
- C. The Department may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and

will arrange with the Grantee to retain any records that are continuously needed for joint use.

XX. Enforcement

Remedies for Noncompliance

If a Grantee materially fails to comply with any term of this Agreement, or any related requirements including those stated in a state or federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the Department may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the Grantee's program.
4. Withhold further awards for the program.
5. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
6. Take other remedies that may be legally available.

Hearings, Appeals

In taking an enforcement action, the Department may provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

Effects of Suspension and Termination

Costs incurred by the Grantee, resulting from obligations incurred by the Grantee during a suspension or after the termination of an award, are not allowable to be applied against the grant unless the Department expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, and cannot be canceled.

Relationship to Debarment and Suspension

The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Grantee from being subject to State and federal debarment and suspension procedures.

XXI. Termination and Suspension

- A. The following definitions shall apply for the purposes of this Section:
1. Termination
The termination of a grant means the cancellation of assistance, in whole or part, under a Grant Agreement at any time prior to the date of completion.
 2. Suspension
The suspension of a grant is an action by the Department taken temporarily under the Agreement pending corrective action by the Grantee or pending a decision to terminate the grant by the Department.
 3. Disallowed Costs
Disallowed costs are those charges against the Grant Budget, which the Department or its representatives determine to be beyond the scope of the grant, excessive, or otherwise unallowable.
- B. When the Grantee has failed to comply with any Agreement term, standards, or conditions, the Department may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with paragraph C below. The Department shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet federal and State requirements.
- C. The Department may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the Agreement. The Department shall promptly notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by the Department under the grant terminated for cause shall be in accordance with the legal right and liability of the parties.
- D. The Department and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
- E. The Grant Closeout procedures in Section XXIII of this Exhibit B shall apply in all cases of termination of the grant.

CLOSEOUT REQUIREMENTS

XXII. Grant Closeout Procedures

- A. The following definitions shall apply for the purpose of this Section:
1. Grant Closeout
The closeout of a grant is the process by which the Department determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.
 2. Date of Completion
The date when all grant activities are completed or the expiration date in the Agreement, or any supplement or amendment thereto and no later than December 31, 2026.
- B. The Grantee shall submit final expenditure and performance reports as prescribed by the Department and in the timeframes set forth in the Agreement upon completion of the grant period or termination of the grant.
The Department may permit extensions when requested in writing by the Grantee.
- C. The Grantee will, together with the submission of the final report, refund to the Department any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by the Department to be retained.
- D. In the event a final audit has not been performed prior to the closeout of the grant, the Department retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

EXHIBIT D

SCHEDULE OF ASSURANCES

KEAN UNIVERSITY will comply with the provisions of the following federal statutes, rules, and regulations in connection with the American Rescue Plan Act – Coronavirus State Fiscal Recovery Fund:

A. Federal regulations applicable include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as U.S. Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by U.S. Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. See <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and U.S. Treasury's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (January 20, 2021).
9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

10. Generally applicable federal environmental laws and regulations.

B. Statutes and regulations prohibiting discrimination applicable include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. The following language must be included in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and the U.S. Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

C. Federal Labor Standards

1. The Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts of \$100,000 or greater be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;

2. The Federal Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
3. The Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (29 CFR 3), which requires payment of wages once a week and allows only permissible payroll deductions.

D. Other State and federal laws applicable include, but are not limited to, the following:

1. The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.), establishing a prevailing wage level for workers engaged in public works.
2. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
3. State of New Jersey Executive Order No. 215 (Kean 1989), requiring environmental assessments or environmental impact statements to the extent applicable for major construction projects.
4. (a) In accordance with 41 U.S.C. § 4712, KEAN UNIVERSITY may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - (b) The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for contract or grant oversight or management;
 - e. An authorized official of the U.S. Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of OSHE, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - (c) KEAN UNIVERSITY shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
5. Contracting with Small, Minority-owned, Women-owned and Veteran-owned Businesses, and Labor Surplus Area Firms.

(a) KEAN UNIVERSITY shall take all necessary affirmative steps to ensure contracting opportunities are provided to small, minority-owned, woman-owned, and veteran-owned businesses, and labor surplus area firms. As used in this contract, the terms “minority-owned business,” “women-owned business,” and “veteran-owned business” means a business that is at least fifty-one percent (51%) owned and controlled by minority group members, women or veterans. For purposes of this definition, “minority group members” are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. KEAN UNIVERSITY may rely on written representations by businesses regarding their status as minority, women and veteran businesses in lieu of an independent investigation.

(b) Affirmative steps shall include:

- a. Placing qualified small and minority-, veteran- and women-owned businesses on solicitation lists;
- b. Ensuring that small and minority-, veteran- and women-owned businesses are solicited whenever they are potential sources for goods and/or services required in furtherance of the Agreement;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority-, veteran- and women-owned businesses;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority-, veteran- and women-owned businesses;
- e. Using the service and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subparagraphs (a) through (e) of this section.

E. Increasing Seat Belt Use in the United States.

1. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), KEAN UNIVERSITY should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

F. Reducing Text Messaging When Driving

1. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), KEAN UNIVERSITY should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and KEAN UNIVERSITY should establish workplace safety policies to decrease accidents caused by distracted drivers.

G. Personally Identifiable Information

1. To the extent the Grantee receives personally identifiable information, it will comply with the Privacy Act of 1974 and U.S. Treasury rules and regulations related to the protection of

personally identifiable information. The term “personally identifiable information” refers to information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as the date and place of birth, mother’s maiden name, etc. See 2 CFR 200.79. Subrecipients shall require all persons that have access to personally identifiable information (including subcontractors/subconsultants and their employees) to sign a Non-Disclosure Agreement.

H. Conflicts of Interest.

1. The Grantee must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded with CSFRF Funds.
2. KEAN UNIVERSITY and any grantees or subrecipients must disclose in writing to U.S. Treasury or OSHE, as appropriate, any potential conflict of interest affecting the CSFRF Funds in accordance with 2 C.F.R. § 200.112.

I. American Rescue Plan Act

1. Sections 602 and 603 of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).
2. Implementing regulations adopted by the U.S. Treasury pursuant to Section 602(f) of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).

**AGREEMENT BETWEEN
THE NEW JERSEY OFFICE OF THE SECRETARY OF HIGHER EDUCATION
AND
RUTGERS, THE STATE UNIVERSITY
FOR
COOPER STREET GATEWAY
CAMDEN, NJ**

This Agreement (“Agreement”), Grant Agreement for the COOPER STREET GATEWAY, made as of the 1st day of April 2023, by and between the OFFICE OF THE SECRETARY OF HIGHER EDUCATION (“Department” “OSHE” or “Grantor”) and RUTGERS, THE STATE UNIVERSITY (“University” or “Grantee”) together (“the Parties”), confirms the mutual understandings and intentions of the Parties hereto as to the following:

WHEREAS, due to the increase in the number of novel coronavirus (“COVID-19”) cases in New Jersey, the surrounding region and across the globe, the Governor of the State of New Jersey issued Executive Order No. 103 declaring a public health emergency and a state of emergency in the State of New Jersey (the “State”) on March 9, 2020, allowing for certain executive actions to respond to the increasing number of COVID-19 cases in the State; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic (the “COVID-19 Pandemic”) and on March 13, 2020, the President of the United States (“President”) declared a national state of emergency; and

WHEREAS, in response to the COVID-19 Pandemic, Congress enacted a series of laws to address the impacts of the COVID-19 Pandemic; and

WHEREAS, on March 11, 2021, the President signed the “American Rescue Plan Act of 2021” P.L. 117-2 (the “ARP Act”) into law; and

WHEREAS, as part of the ARP Act, Congress at subtitle M of the ARP Act, amended Title VI of the Social Security Act (42 U.S.C. 801 et seq.) by adding Sections 602 and 603 to create the “Coronavirus State Fiscal Recovery Fund” (“CSFRF”); and

WHEREAS, CSFRF monies (“CSFRF Funds”) are to be used, generally: (a) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State who are performing such essential work, or by providing grants to eligible workers who perform essential work; (c) for the provision of government services to the extent of the reduction in revenue of the State due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State prior to the emergency; or (d) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the State received \$6,244,537,955.50 in CSFRF Funds under the ARP Act which must be used in conformance with the requirements of the ARP Act; and

WHEREAS, pursuant to the Fiscal Year 2022 Appropriations Act, L. 2021, c. 133, as may be amended from time to time, funding recommendations other than those appropriated by that Act shall be subject to the approval of the Joint Budget Oversight Committee; and

WHEREAS, the approved State of New Jersey Fiscal Year 2023 Budget included a direct line item appropriation of federal ARP monies of Three Hundred Million Dollars (\$300,000,000) to RUTGERS, THE STATE UNIVERSITY for capital construction; ; and

WHEREAS, pursuant to the Fiscal Year 2022 Appropriations Act, L. 2021, c.133, as may be amended from time to time, OSHE is responsible for overseeing the entire portfolio of funds, consistent with CSFRF requirements, as the State-designated Grants Manager; and

WHEREAS, the State Treasurer has entered into a Memorandum of Understanding dated as of July 22, 2021, with OSHE, as Grant Manager for the CSFRF Funds, to provide those grant management functions and processes for the State that are necessary to administer and manage and disburse funds accordingly; and

WHEREAS, subject to the terms and conditions of this Agreement, the OSHE is distributing a portion of the CSFRF Funds, in an amount not to exceed Three Hundred Million Dollars (\$300,000,000) to provide funding to RUTGERS, THE STATE UNIVERSITY for the Program; and

WHEREAS, the disbursement of funds shall be undertaken in compliance with Federal, State and local laws and regulations, Executive Order No. 166 (Murphy 2020) (“EO 166”), 31 CFR Part 35 U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds – Final Rule, and Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“2 CFR Part 200”);

WHEREAS, RUTGERS, THE STATE UNIVERSITY has agreed to apply the amounts received from OSHE under this Agreement to the payment of costs that will be incurred for the Program; and

WHEREAS, it is in the Parties’ mutual interests, as well as in the public interest, to have the Parties’ respective responsibilities memorialized in a written agreement.

NOW, THEREFORE, OSHE and RUTGERS, THE STATE UNIVERSITY do hereby agree as follows:

1. RUTGERS, THE STATE UNIVERSITY shall apply the CSFRF Funds to the Program for expenditures selected from the list set forth in **Exhibit B** hereto. RUTGERS, THE STATE UNIVERSITY may propose to amend **Exhibit B** by providing written notice of the proposed amendments to the Department. Within a reasonable time, following receipt of RUTGERS, THE STATE UNIVERSITY’s proposed amendments to **Exhibit B**, the Department shall

advise RUTGERS, THE STATE UNIVERSITY in writing as to whether **Exhibit B**, as updated, is approved.

2. OSHE will distribute the CSFRF Funds to RUTGERS, THE STATE UNIVERSITY for the full Grant amount of Twenty-Five Million Dollars (\$25,000,000), as funding for Program expenses, upon the execution of this Agreement. For fiscal year (“FY”) 2023, RUTGERS, THE STATE UNIVERSITY agrees to submit to the Department regular financial reports as requested so the Department’s staff can perform a reasonable review:
 - a. A full accounting of all expenditures to be funded with the CSFRF grant, including executed contracts and invoices, as applicable.
 - b. Alternatively, if CSFRF funds are used to reimburse the Program for costs incurred after March 2, 2021, the accounting shall include a description of all expenditures made and their associated costs along with proof of payment, such as a vendor receipt.
 - c. Bank statements for the separate account in which RUTGERS, THE STATE UNIVERSITY deposits the CSFRF Funds.
 - d. Such additional information as the Department may reasonably request.
3. Any and all payments for the Program to be made by OSHE shall be subject to appropriations being made from time to time by the New Jersey Legislature (the “State Legislature”) for such purposes. The State Legislature has no obligation to make appropriations for such purposes. Furthermore, any and all payments for the Program to be made by the Department are also subject to the availability of such funds. OSHE shall have no obligation to make any payment for the Program due to the failure of the State Legislature to make such appropriations or due to the unavailability of such funds during the Fiscal Year.
4. A failure of the State Legislature to appropriate such funds to pay costs in the Appropriations Act for the Fiscal Year (including without limitation, the reduction or cancellation of an appropriation pursuant to an amendment to the Appropriations Act for the Fiscal Year) in an amount sufficient to pay for the Program (an “Event of Non-Appropriation”) will not constitute a default under this Agreement. The unavailability of such funds for the Department to make a payment for the Program during the Fiscal Year (an “Event of Unavailability of Funds”) will not constitute a default under this Agreement. The OSHE will not be liable in any manner upon an Event of Non-Appropriation or upon an Event of Unavailability of Funds.
5. RUTGERS, THE STATE UNIVERSITY agrees that all funds not obligated in accordance with this Agreement will be returned to the Department by December 31, 2024 provided that (i) obligated funds include funds that are needed to pay expenditures listed in Exhibit B that are under contract by December 31, 2024 (“FY 2025 Contracts”), but for which payments are made after that date; (ii) RUTGERS, THE STATE UNIVERSITY provides the Department with a copy of said FY 2025 Contracts, (iii) RUTGERS, THE STATE UNIVERSITY provides the Department, by December 31, 2024, a copy of all purchase orders for the remaining work to be done under any FY 2025 Contracts, and (iv) RUTGERS, THE STATE UNIVERSITY will

provide the Department with invoices and proof of payment for all expended funds once payment is complete. All funds must be expended by December 31, 2026. Because the Grant is subject to the aforementioned deadlines imposed by U.S. Treasury, RUTGERS, THE STATE UNIVERSITY agrees to use the CSFRF funds for Program costs before expending funding from other sources. These eligible costs can include reimbursement for eligible Program costs incurred after March 2, 2021.

6. Documentation and material that RUTGERS, THE STATE UNIVERSITY provides to the OSHE pursuant to Section 2 of this Agreement shall be provided via email to the Chief Financial Officer, [REDACTED]. All other notices and communications hereunder shall be in writing and shall be deemed given when (i) hand delivered with receipt acknowledged, (ii) sent by electronic communication, (iii) mailed by first class mail, registered or certified, return receipt requested, or (iv) sent by recognized overnight carrier, postage prepaid and with acknowledgement of delivery, to the parties at the addresses set forth below or as to each party at such other or additional address or numbers as shall be designated by such party in a written notice to the other party hereto:

RUTGERS, THE STATE UNIVERSITY
Office of the EVP/COO
Winants Hall
7 College Avenue
New Brunswick, NJ 08901-1280
Attention: Antonio M. Calcado

Office of the Secretary of Higher Education
Finance Office
1 John Fitch Way 10th floor
P.O. Box 542
Trenton, NJ 08625
Attention: [REDACTED]
Assistant Secretary/Chief Financial Officer

7. Enforcement

A. Remedies for Noncompliance

If RUTGERS, THE STATE UNIVERSITY materially fails to comply with the terms of the award, whether pursuant to a State or federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, OSHE may take one or more of the following actions, as appropriate in the circumstances:

1. Disallow all or part of the cost of the activity or action not in compliance.
 2. Wholly or partly suspend or terminate the current award for RUTGERS, THE STATE UNIVERSITY.
 3. Withhold further awards for RUTGERS, THE STATE UNIVERSITY.
 4. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 5. Take other remedies that may be legally available.
8. This Agreement is supplemented by **Exhibits A, B, C and D** which are attached hereto and incorporated herein.

9. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.
10. This Agreement may be executed in any number of counterparts, all of which counterparts, taken together, shall constitute but one and the same Agreement.

11.

IN WITNESS WHEREOF, the OFFICE OF THE SECRETARY OF HIGHER EDUCATION and RUTGERS, THE STATE UNIVERSITY have executed this Agreement for FY 2023:

STATE OF NEW JERSEY OFFICE OF THE SECRETARY OF HIGHER EDUCATION

DocuSigned by:

2B6252453291434...

Brian K. Bridges, Ph.D
Secretary

Date: 4/10/2023

RUTGERS, THE STATE UNIVERSITY

DocuSigned by:

F65B8739306241E...

J. Michael Gower
Executive Vice President
Chief Financial Officer & University Treasurer

Date: 4/7/2023

EXHIBIT A

RUTGERS, THE STATE UNIVERSITY NEED AND PROGRAM ELIGIBILITY

A. Project Purpose

Twenty five million dollars in ARP funds will offset in part the \$60 million in project costs. \$25 million is needed to support construction and opening of new education and community engagement space on the main frontage of the Rutgers University- Camden campus. The overall intent of the project is to enhance access to higher education within the State of New Jersey and ensure that access to arts and science education is available to underserved students. Further, the building will provide for public-facing third spaces for engagement with the Camden community on matters of health, nutrition, violence prevention, well-being, and other neighborhood features that build strong, healthy communities.

In New Jersey, urban school districts and community colleges have suffered from reduced graduation rates and reduced enrollment as a result of the COVID-19 pandemic, and this effectively "crimps the pipeline" into urban colleges such as Rutgers University- Camden. Additionally, the health and financial ramifications of the pandemic were worst in our cities. Development of new academic and community space will draw students back to campus, and will strengthen the level of community service that has historically been provided by Rutgers University- Camden. The building will allow for community engagement to address matters of public health and safety.

This unique project – a combination of adaptive reuse of existing buildings in an historic district, new construction fronting Cooper Street, and new construction placed behind existing historic facades – will serve as the gateway to the Rutgers University - Camden campus from Cooper Street, its main and historic thoroughfare. The buildings within the proposed site are part of the Cooper Street Historic District and will require careful planning and design.

As an anchor institution, Rutgers University in Camden has consistently provided educational and social services to Camden adults and children. Rutgers-Camden is a federally-designated Asian and Native American Pacific Islander-serving institution and a federally-designated minority-serving institution. The proposed Gateway building will provide innovation/incubator space, public event space, faculty engagement and office space, classrooms, and small-scale campus gathering spaces. This project will demonstrate a continued commitment to Camden as well as foster community engagement and entrepreneurship in the southern part of the state.

The proposed site for the Cooper Street Gateway Planning project consists of the existing structures at 413-421 Cooper Street, 418-424 Lawrence Street, and 426-432 Lawrence Street. The scope of work for this project includes selective demolition of the interiors and the rear portions of the buildings at 413-421 Cooper while preserving the historically significant facades of all the affected buildings. A new three-story structure will be constructed at 421 and 423 Cooper Street and at the rear of 415-419 Cooper Street. The existing properties at 418-424 and 426-432 Lawrence Street will be adaptively reused.

In closing, it is essential that we undertake significant efforts to provide educational and community resources in response to COVID-19's disproportional effects on the state's underprivileged and underserved communities, and this project builds back enrollment and

provides for strengthening the local community.

B. Targeted Beneficiaries (Describe all that Apply)

Targeted beneficiaries include, but are not limited to, faculty, staff, and students at Rutgers University- Camden, and city residents and community members who will benefit from access to educational and community resources, including violence prevention.

C. Additional Funding (Current or Anticipated)

Additional funding for the project will be provided by the University through the issuance of debt capital funds on hand, a combination thereof, or some other financial arrangement proposed by the University's CFO and as may be approved by the Rutgers University Board of Governors.

EXHIBIT C
STATE OF NEW JERSEY GRANT AGREEMENT BETWEEN
THE OFFICE OF THE SECRETARY OF HIGHER EDUCATION (“DEPARTMENT”)
AND RUTGERS, THE STATE UNIVERSITY (“GRANTEE”)
GRANT NUMBER: OSHE-ARP-003

GENERAL

- I. Compliance with Existing Laws
- II. Bonding and Insurance
- III. Indemnification
- IV. Assignability

PRE-AWARD REQUIREMENTS

- V. Special Grant Conditions for "High Risk" Grantees

POST-AWARD REQUIREMENTS

- VI. Financial Management System
- VII. Method of Payment
- VIII. Allowable Costs
- IX. Period of Availability of Funds
- X. Matching and Cost Sharing
- XI. Program Income
- XII. Audit Requirements
- XIII. Budget Revision and Modification
- XIV. Property Management Standards
- XV. Procurement Standards
- XVI. Monitoring of Program Performance
- XVII. Financial and Performance Reporting
- XVIII. Access to Records
- XIX. Record Retention
- XX. Enforcement
- XXI. Termination and Suspension

AFTER-THE-GRANT REQUIREMENTS

- XXII. Grant Closeout Procedures

I. Compliance with Existing Laws

The Grantee, by executing this Agreement and accepting this grant, agrees to comply with all federal, State, and municipal laws, rules, and regulations applicable to the activities in which the Grantee is engaged in the performance of this grant.

The Grantee hereby binds itself, certifies and assures that it will comply with all federal, State, and local laws and regulations, policies, guidelines, and requirements, as they relate to the acceptance and use of federal CSFRF Funds, including all applicable State and Federal Executive Orders. The Parties expressly acknowledge that the matters which are the subject of this Grant Agreement are governed by the ARP Act, including subtitle M, and administered by the U.S. Treasury, and may be subject to ongoing modifications and clarifications. The Grantee agrees to comply with all applicable CSFRF requirements and Federal cross-cutting statutes and regulations as more fully detailed in the Schedule of Assurances attached hereto as Exhibit D and made a part hereof, in addition to the U.S. Treasury Guidance and Frequently Asked Questions and the U.S. Treasury Final Rule (31 CFR Part 35) as they may be updated from time to time, and subject to any other exceptions and waivers that may be issued by U.S. Treasury that affect CSFRF Funds.

In addition to laws, rules and regulations governing the Grantee's specific type of activities, Grantee shall comply with the following:

Federal Office of Management and Budget (OMB) documents:

- Federal OMB Super Circular Information, 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (available on the Internet at <https://www.nj.gov/treasury/omb/supercircular.shtml>)

New Jersey Department of the Treasury, Office of Management and Budget documents:

- Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. (available on the internet at https://www.state.nj.us/infobank/circular/cir1508_omb.pdf)

State Affirmative Action Legal Citations:

- The Grantee shall require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5 et al., and P.L. 1975, c.127 and all implementing regulations.

Grantee acknowledges and agrees that failure to comply with all applicable federal and State laws, rules and regulations shall be grounds for termination of this Agreement pursuant to Section XXI(C).

II. Bonding and Insurance

It is the responsibility of the Grantee to ensure all insurance requirements consistent with the business/not-for-profit entity are extended to include the purposes and intent of this grant award.

III. Indemnification

The Grantee shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice, by any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.

IV. Assignability

The Grantee shall not assign or transfer any interest except as may be provided for in this Grant or with the express written approval of the Department.

V. Special Grant Conditions for "High Risk" Grantees

A. A Grantee may be considered "high risk" if the Department determines that a Grantee exhibits one or more of the following characteristics:

1. Has a history of unsatisfactory performance.
2. Is not financially stable.
3. Has a financial management system which does not meet the standards set forth in section VI.
4. Has not conformed to terms and conditions of previous awards.
5. Is otherwise not responsible and the Department determines that an award will be made, then special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.

B. Special conditions or restrictions applicable to high-risk Grantees may include:

1. Payment on a reimbursement basis.
2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.

3. Requiring additional, more detailed financial reports.
 4. Additional project monitoring.
 5. Requiring the Grantee to obtain technical or management assistance.
 6. Establishing additional prior approvals.
- C. The Department may in its sole discretion impose any of the above conditions on Grantee before or during the term of the grant. To impose a condition on Grantee pursuant to this section, a Department official will notify the Grantee as soon as possible, in writing of:
1. The nature of the special conditions/restrictions.
 2. The reason(s) for imposing special conditions.
 3. The corrective actions which must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
 4. The method of requesting reconsideration of the conditions/restrictions imposed.

VI. Financial Management System

- A. The Grantee shall be responsible for maintaining an adequate financial management system, and will immediately notify the Department when the Grantee cannot comply with the requirements established in this section of Exhibit C.
- B. Grantee financial management system shall provide for:
1. **Financial Reporting**
Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of this Grant Agreement.
 2. **Accounting Records**
Records that adequately identify the source and application of funds for activities supported by the Department's expenditure. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, expenditures, and income., as applicable.
 3. **Internal Control**
Effective internal and accounting controls over all funds, property, and other assets. The Grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 4. **Budget Control**
Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of financial information with performance or productivity data, including the development of unit cost information required by the Department.

5. Allowable Cost
Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and State requirements pursuant to 2 C.F.R. Part 200.403 et seq.
 6. Source Documentation
Accounting records that are supported by source documentation.
 7. Cash Management
Procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department.
- C. The Department may require the submission of a statement attesting to the adequacy of the Grantee's accounting system, as provided in Section VII of this Exhibit C.
- D. The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by the Department upon written notice to the Grantee, until such time as the system meets with Department approval.

VII. Method of Payment

- A. Form of Payment -- Grantee must agree to accept cash advances via an Automated Clearing House (ACH) transaction. Subject to the exceptions listed at 2 CFR 200.305(b)(8), all cash advance funds disbursed to the Subrecipient must be deposited in an interest-bearing account.
- B. Advanced Payment – In its sole discretion, the Department may authorize an advance payment provided the Grantee demonstrates willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and its disbursement and upon receipt of a fully executed Grant Agreement and other supporting documents. Such advance, if authorized, is to cover estimated disbursement needs for an initial period so that the Grantee will not have to use its own funding for the project(s) being funded by the grant.
- C. Payment Upon Execution – It is the intent of the Department to award the Grant in full, or Twenty-Five Million Dollars (\$25,000,000), to the Grantee, as funding development of the Cooper Street Gateway project at Rutgers University- Camden, upon execution of this Agreement. The Grant will be disbursed to the Grantee by means of a wire transfer.

VIII. Allowable Costs

- A. Limitation on Use of Funds. Grant funds must be used only for allowable, direct costs. Grant funds may not be used for ineligible costs, as defined by the ARP Act, 42 U.S.C. 802(c)(2) and the U.S. Treasury CSFRF Final Rule, 87 Fed. Reg. 4338, 4422 (Jan. 27, 2022), including the use of funds for debt service or to replenish financial reserves.
- B. Applicable Cost Principles. For each type of organization, there is a set of federal principles for determining allowable costs. Allowable costs will be determined in accordance with applicable federal cost principles specific to the organization incurring the costs (e.g., 2 CFR Part 200), and State requirements.

IX. Period of Availability of Funds

The Grantee shall only charge costs resulting from obligations made during the funding period of the grant award. Costs incurred by the Grantee prior to a fully executed Grant Agreement between the Grantee and the Department are at the Grantee's own risk should funding not occur. Carryover of any unobligated balance from one funding period to another funding period requires the prior written approval of the Department.

X. Matching and Cost Sharing

There are no cost sharing requirements for the Grantee under Grant # **OSHE-ARP-003**.

XI. Program Income

- A. Program income shall be defined as gross income earned by the Grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.
- B. Grantee shall add interest earned on advances of grant funds to the funds received from the Department.
- C. All other program income earned during the grant period shall be added by the Grantee to funds received from the Department under the Agreement and used by the Grantee to further eligible program objectives as set forth in the Agreement.

XII. Audit Requirements

This grant is covered by the audit requirements of the Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid and EO 166.

XIII. Budget Revision and Modification

- A. This Section sets forth criteria and procedures to be followed by the Grantee in reporting deviations from the approved budget and in requesting approvals for budget revisions and modification.

- B. Budget major category and/or budget line-item variances, if permitted, shall be indicated in the Agreement. Any deviations outside the limits established in the Agreement must be approved by the Department. Such requests for budget flexibility outside of what is provided for within the Agreement must be submitted to the funding program in writing by the Grantee with an explanation for the variance request prior to incurring the cost. No variances outside the limits stated in the Agreement are permitted without the written approval of the Department by means of a formal amendment to the Agreement.

- C. Grantee shall request approval in writing, from the Department, when there is reason to believe a revision or modification will be necessary for the following reasons:
 - 1. Changes in the scope, objective, financial assistance, key personnel, timing of the project or program, or deviations from the approved budget outside of what is provided for within the Agreement.
 - 2. To provide financial assistance to a third party by sub-granting (if authorized by law) or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award.
 - 3. The need for additional funding or to extend the period of availability of funds.
 - 4. Adjustments between cost categories and/or shifts of funding to direct cost categories that are not part of the approved budget.
 - 5. Revisions which involve the transfer of amounts budgeted for indirect costs to absorb increases in direct costs.

For this Agreement, indirect costs are defined as those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved.

Direct costs are defined as those which can be identified specifically with a particular cost objective. These costs may be charged directly to grants, contracts, or to other programs against which costs are finally lodged.

- D. The Department may also, at its option, establish policy to restrict transfers of funds among direct cost categories and must require Grantees to comply with applicable federal and State requirements concerning prior approval for certain budget changes.

- E. When requesting approval for budget revisions, the Grantee shall clearly show the change in cost categories and may use the budget form provided in Attachment B of this grant.
- F. The Department may request changes in the scope of services of the Grantee to be performed hereunder. Such changes, which are mutually agreed upon by and between the Department and the Grantee must be incorporated in written amendments to this grant.
- G. If the Grantee is making program expenditures or providing grant services at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant amount or provide grant services, the Department may so notify the Grantee. If, after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of program expenditures or grant services, the Department may upon thirty (30) days' notice to the Grantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Grantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by the Department subsequent to the awarding of the grant and the funds have already been received by the Grantee, the reduced amount will be remitted to the Department.
- H. If a revision requested will result in a change to the Grantee's approved project which requires federal prior approval, the Department will obtain the federal agency's approval before approving the Grantee's request.

XIV. Property Management Standards

Property furnished by the Department or acquired in whole or in part with federal or Department funds or whose cost was charged to the project supported by federal or Department funds shall be utilized and disposed of in a manner generally consistent with State and federal requirements.

XV. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this Grant Agreement shall be accomplished in a manner consistent with the Grantee's documented procurement procedures, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR Part 200.318 et seq.

Adherence to the standards contained in the applicable federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its

procurement. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues or obligations arising out of any procurement entered in support of a grant.

XVI. Monitoring of Program Performance

- A. The Grantee must assure compliance with applicable federal and State requirements and that performance goals are being achieved in accordance with the Agreement. The Grantee must continually monitor its performance of the grant-supported activities to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals and objectives are being achieved in accordance with the activities delineated in Section 1 of the Agreement.
- B. The Grantee shall inform the Department of the following types of conditions which affect the program objectives and performance set forth in the Agreement as soon as they become known:
 - 1. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any Department assistance required to resolve the situation.
 - 2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or at less cost or producing more beneficial results than originally planned.
- C. The Department may, in its sole discretion, make site visits to:
 - 1. Review program documentation, accomplishments, and management control systems.
 - 2. Provide such technical assistance as may be required.
 - 3. Perform fiscal reviews to ensure grant funds are being properly expended and in a timely manner.

XVII. Financial and Performance Reporting

- A. The Grantee shall submit monthly financial reports, in a format to be provided by the Department, and including the number of government full-time employees responding to COVID-19 as supported by this funding.
- B. The Grantee shall submit a final report as prescribed in Section 5 of the Grant Agreement. The final report shall contain a comparison of actual expenditures with budgeted expenditures and a written narrative performance report, signed by the

president of the institution or a designee, of what was accomplished by the expenditure of funds towards achieving the purpose(s) of the Grant Agreement.

- C. If requested, the Grantee shall submit interim expenditure reports comparing actual expenditures with the approved Grant Budget. These reports shall be submitted as requested.
- D. If requested, the Grantee shall submit interim performance reports as prescribed by the Department; however, reports shall not be required more frequently than quarterly or less frequently than annually.
- E. Extensions to reporting due dates may be granted upon written request to the Department.
- F. If reports are not submitted as required, the Department may, at its discretion, suspend payments on this grant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Grantee on this or any grant with other State agencies until the required reports have been submitted.
- G. Recognizing the disproportionate impact of the pandemic-related recession on low-income communities, recipients must report whether certain types of projects or services are targeted to economically disadvantaged communities, as defined by HUD's Qualified Census Tract.

XVIII. Access to Records

- A. The Grantee by executing and accepting this grant agrees to make available upon request, to the Department, any federal agency whose funds are expended during this grant, or any of their duly authorized representatives, pertinent accounting records, books, documents, and papers for inspection and copying as may be necessary to monitor and audit the Grantee's operations.
- B. All visitations, inspections, and audits, including visits and requests for documentation in discharge of the Department's responsibilities, shall as a general rule provide prior notice when reasonable and practical to do so. However, the Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. The Department reserves the right to have access to records of any sub-Grantees and requires the Grantee to provide for Department access to such records in any grant with the sub-Grantee.
- D. The Department reserves the right to have access to all work papers produced in connection with audits made by the Grantee or any independent certified public

accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.

XIX. Record Retention

- A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records, and all other records pertinent to the grant shall be retained for a period of seven (7) years, unless federal or State funding department statutes require longer periods or unless directed to extend the retention period by the Department.
 - 1. If any litigation, claim, negotiation action or audit involving the records is started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven-year period, whichever is later, unless otherwise directed by the Department.
 - 2. Records for nonexpendable property acquired with the Department funds shall be retained for seven (7) years after its final disposition, unless otherwise provided or directed by the Department.
- B. For federal and State purposes (unless otherwise provided):
 - 1. General – The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.
 - 2. Real Property and Equipment – The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the Department.
- C. The Department may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will arrange with the Grantee to retain any records that are continuously needed for joint use.

XX. Enforcement

Remedies for Noncompliance

If a Grantee materially fails to comply with any term of this Agreement, or any related requirements including those stated in a state or federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the Department may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the Grantee's program.
4. Withhold further awards for the program.
5. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
6. Take other remedies that may be legally available.

Hearings, Appeals

In taking an enforcement action, the Department may provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

Effects of Suspension and Termination

Costs incurred by Grantee, resulting from obligations incurred by the Grantee during a suspension or after termination of an award, are not allowable to be applied against the grant unless the Department expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, and cannot be cancelled.

Relationship to Debarment and Suspension

The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Grantee from being subject to State and federal debarment and suspension procedures.

XXI. Termination and Suspension

A. The following definitions shall apply for the purposes of this Section:

1. Termination

The termination of a grant means the cancellation of assistance, in whole or part, under a Grant Agreement at any time prior to the date of completion.

2. Suspension

The suspension of a grant is an action by the Department taken temporarily under the Agreement pending corrective action by the Grantee or pending a decision to terminate the grant by the Department.

3. Disallowed Costs

Disallowed costs are those charges against the Grant Budget, which the Department or its representatives determine to be beyond the scope of the grant, excessive, or otherwise unallowable.

- B. When the Grantee has failed to comply with any Agreement term, standards, or conditions, the Department may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with paragraph C below. The Department shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet federal and State requirements.
- C. The Department may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the Agreement. The Department shall promptly notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by the Department under the grant terminated for cause shall be in accordance with the legal right and liability of the parties.
- D. The Department and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
- E. The Grant Closeout procedures in Section XXIII of this Exhibit B shall apply in all cases of termination of the grant.

CLOSEOUT REQUIREMENTS

XXII. Grant Closeout Procedures

- A. The following definitions shall apply for the purpose of this Section:

1. Grant Closeout

The closeout of a grant is the process by which the Department determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

2. Date of Completion

The date when all grant activities are completed or the expiration date in the Agreement, or any supplement or amendment thereto and no later than December 31, 2026.

- B. The Grantee shall submit final expenditure and performance reports as prescribed by the Department and in the timeframes set forth in the Agreement upon completion of the grant period or termination of the grant.
The Department may permit extensions when requested in writing by the Grantee.
- C. The Grantee will, together with the submission of the final report, refund to the Department any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by the Department to be retained.
- D. In the event a final audit has not been performed prior to the closeout of the grant, the Department retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

EXHIBIT D

SCHEDULE OF ASSURANCES

RUTGERS, THE STATE UNIVERSITY will comply with the provisions of the following federal statutes, rules, and regulations in connection with the American Rescue Plan Act – Coronavirus State Fiscal Recovery Fund:

A. Federal regulations applicable include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as U.S. Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by U.S. Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. See <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and U.S. Treasury's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (January 20, 2021).
9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

10. Generally applicable federal environmental laws and regulations.

B. Statutes and regulations prohibiting discrimination applicable include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. The following language must be included in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

C. Federal Labor Standards

1. The Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts of \$100,000 or greater be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;

2. The Federal Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
3. The Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (29 CFR 3), which requires payment of wages once a week and allows only permissible payroll deductions.

D. Other State and federal laws applicable include, but are not limited to, the following:

1. The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.), establishing a prevailing wage level for workers engaged in public works.
2. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
3. State of New Jersey Executive Order No. 215 (Kean 1989), requiring environmental assessments or environmental impact statements to the extent applicable for major construction projects.
4. (a) In accordance with 41 U.S.C. § 4712, RUTGERS, THE STATE UNIVERSITY may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

 (b) The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for contract or grant oversight or management;
 - e. An authorized official of the U.S. Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of OSHE, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 (c) RUTGERS, THE STATE UNIVERSITY shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
5. Contracting with Small, Minority-owned, Women-owned and Veteran-owned Businesses, and Labor Surplus Area Firms.

(a) RUTGERS, THE STATE UNIVERSITY shall take all necessary affirmative steps to ensure contracting opportunities are provided to small, minority-owned, woman-owned, and veteran-owned businesses, and labor surplus area firms. As used in this contract, the terms “minority-owned business,” “women-owned business,” and “veteran-owned business” means a business that is at least fifty-one percent (51%) owned and controlled by minority group members, women or veterans. For purposes of this definition, “minority group members” are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. RUTGERS, THE STATE UNIVERSITY may rely on written representations by businesses regarding their status as minority, women and veteran businesses in lieu of an independent investigation.

(b) Affirmative steps shall include:

- a. Placing qualified small and minority-, veteran- and women-owned businesses on solicitation lists;
- b. Ensuring that small and minority-, veteran- and women-owned businesses are solicited whenever they are potential sources for goods and/or services required in furtherance of the Agreement;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority-, veteran- and women-owned businesses;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority-, veteran- and women-owned businesses;
- e. Using the service and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subparagraphs (a) through (e) of this section.

E. Increasing Seat Belt Use in the United States.

1. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), RUTGERS, THE STATE UNIVERSITY should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

F. Reducing Text Messaging When Driving

1. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), RUTGERS, THE STATE UNIVERSITY should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and RUTGERS, THE STATE UNIVERSITY should establish workplace safety policies to decrease accidents caused by distracted drivers.

G. Personally Identifiable Information

1. To the extent the Grantee receives personally identifiable information, it will comply with the Privacy Act of 1974 and U.S. Treasury rules and regulations related to the protection of personally identifiable information. The term “personally identifiable information” refers to information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. See 2 CFR 200.79. Subrecipients shall require all persons that have access to personally identifiable information (including subcontractors/subconsultants and their employees) to sign a Non-Disclosure Agreement.

H. Conflicts of Interest.

1. The Grantee must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded with CSFRF Funds.
2. RUTGERS, THE STATE UNIVERSITY and any grantees or subrecipients must disclose in writing to U.S. Treasury or OSHE, as appropriate, any potential conflict of interest affecting the CSFRF Funds in accordance with 2 C.F.R. § 200.112.

I. American Rescue Plan Act

1. Sections 602 and 603 of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).
2. Implementing regulations adopted by U.S. Treasury pursuant to Section 602(f) of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).

**AGREEMENT BETWEEN
THE NEW JERSEY OFFICE OF THE SECRETARY OF HIGHER EDUCATION
AND
RUTGERS, THE STATE UNIVERSITY
FOR
THE HEALTH + LIFE SCIENCES EXCHANGE “HELIX”
BUILDING H-1
NEW BRUNSWICK, NJ**

This Agreement (“Agreement”), Grant Agreement for THE HEALTH + LIFE SCIENCES EXCHANGE “HELIX”, made as of the 1st day of April 2023, by and between the OFFICE OF THE SECRETARY OF HIGHER EDUCATION (“Department” “OSHE” or “Grantor”) and RUTGERS, THE STATE UNIVERSITY (“University” or “Grantee”) together (“the Parties”), confirms the mutual understandings and intentions of the Parties hereto as to the following:

WHEREAS, due to the increase in the number of novel coronavirus (“COVID-19”) cases in New Jersey, the surrounding region and across the globe, the Governor of the State of New Jersey issued Executive Order No. 103 declaring a public health emergency and a state of emergency in the State of New Jersey (the “State”) on March 9, 2020, allowing for certain executive actions to respond to the increasing number of COVID-19 cases in the State; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic (the “COVID-19 Pandemic”) and on March 13, 2020, the President of the United States (“President”) declared a national state of emergency; and

WHEREAS, in response to the COVID-19 Pandemic, Congress enacted a series of laws to address the impacts of the COVID-19 Pandemic; and

WHEREAS, on March 11, 2021, the President signed the “American Rescue Plan Act of 2021” P.L. 117-2 (the “ARP Act”) into law; and

WHEREAS, as part of the ARP Act, Congress at subtitle M of the ARP Act, amended Title VI of the Social Security Act (42 U.S.C. 801 et seq.) by adding Sections 602 and 603 to create the “Coronavirus State Fiscal Recovery Fund” (“CSFRF”); and

WHEREAS, CSFRF monies (“CSFRF Funds”) are to be used, generally: (a) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State who are performing such essential work, or by providing grants to eligible workers who perform essential work; (c) for the provision of government services to the extent of the reduction in revenue of the State due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State prior to the emergency; or (d) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the State received \$6,244,537,955.50 in CSFRF Funds under the ARP Act which must be used in conformance with the requirements of the ARP Act; and

WHEREAS, pursuant to the Fiscal Year 2022 Appropriations Act, L. 2021, c. 133, as may be amended from time to time, funding recommendations other than those appropriated by that Act shall be subject to the approval of the Joint Budget Oversight Committee; and

WHEREAS, the approved State of New Jersey Fiscal Year 2023 Budget included a direct line item appropriation of federal ARP monies of Three Hundred Million Dollars (\$300,000,000) to RUTGERS, THE STATE UNIVERSITY for capital construction; and

WHEREAS, pursuant to the Fiscal Year 2022 Appropriations Act, L. 2021, c.133, as may be amended from time to time, OSHE is responsible for overseeing the entire portfolio of funds, consistent with CSFRF requirements, as the State-designated Grants Manager; and

WHEREAS, the State Treasurer has entered into a Memorandum of Understanding dated as of July 22, 2021, with OSHE, as Grant Manager for the CSFRF Funds, to provide those grant management functions and processes for the State that are necessary to administer and manage and disburse funds accordingly; and

WHEREAS, subject to the terms and conditions of this Agreement, the OSHE is distributing a portion of the CSFRF Funds, in an amount not to exceed Three Hundred Million Dollars (\$300,000,000) to provide funding to RUTGERS, THE STATE UNIVERSITY for the Program; and

WHEREAS, the disbursement of funds shall be undertaken in compliance with Federal, State and local laws and regulations, Executive Order No. 166 (Murphy 2020) (“EO 166”), 31 CFR Part 35 U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds – Final Rule, and Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“2 CFR Part 200”);

WHEREAS, RUTGERS, THE STATE UNIVERSITY has agreed to apply the amounts received from OSHE under this Agreement to the payment of costs that will be incurred for the Program; and

WHEREAS, it is in the Parties’ mutual interests, as well as in the public interest, to have the Parties’ respective responsibilities memorialized in a written agreement.

NOW, THEREFORE, OSHE and RUTGERS, THE STATE UNIVERSITY do hereby agree as follows:

1. RUTGERS, THE STATE UNIVERSITY shall apply the CSFRF Funds to the Program for expenditures selected from the list set forth in **Exhibit B** hereto. RUTGERS, THE STATE UNIVERSITY may propose to amend **Exhibit B** by providing written notice of the proposed amendments to the Department. Within a reasonable time, following receipt of RUTGERS, THE STATE UNIVERSITY’s proposed amendments to **Exhibit B**, the Department shall

advise RUTGERS, THE STATE UNIVERSITY in writing as to whether **Exhibit B**, as updated, is approved.

2. OSHE will distribute the CSFRF Funds to RUTGERS, THE STATE UNIVERSITY for the full Grant amount of Two Hundred Sixty Million Dollars (\$260,000,000), as funding for Program expenses, upon the execution of this Agreement. For fiscal year (“FY”) 2023, RUTGERS, THE STATE UNIVERSITY agrees to submit to the Department regular financial reports as requested so the Department’s staff can perform a reasonable review:
 - a. A full accounting of all expenditures to be funded with the CSFRF grant, including executed contracts and invoices, as applicable.
 - b. Alternatively, if CSFRF funds are used to reimburse the Program for costs incurred after March 2, 2021, the accounting shall include a description of all expenditures made and their associated costs along with proof of payment, such as a vendor receipt.
 - c. Bank statements for the separate account in which RUTGERS, THE STATE UNIVERSITY deposits the CSFRF Funds.
 - d. Such additional information as the Department may reasonably request.
3. Any and all payments for the Program to be made by OSHE shall be subject to appropriations being made from time to time by the New Jersey Legislature (the “State Legislature”) for such purposes. The State Legislature has no obligation to make appropriations for such purposes. Furthermore, any and all payments for the Program to be made by the Department are also subject to the availability of such funds. OSHE shall have no obligation to make any payment for the Program due to the failure of the State Legislature to make such appropriations or due to the unavailability of such funds during the Fiscal Year.
4. A failure of the State Legislature to appropriate such funds to pay costs in the Appropriations Act for the Fiscal Year (including without limitation, the reduction or cancellation of an appropriation pursuant to an amendment to the Appropriations Act for the Fiscal Year) in an amount sufficient to pay for the Program (an “Event of Non-Appropriation”) will not constitute a default under this Agreement. The unavailability of such funds for the Department to make a payment for the Program during the Fiscal Year (an “Event of Unavailability of Funds”) will not constitute a default under this Agreement. The OSHE will not be liable in any manner upon an Event of Non-Appropriation or upon an Event of Unavailability of Funds.
5. RUTGERS, THE STATE UNIVERSITY agrees that all funds not obligated in accordance with this Agreement will be returned to the Department by December 31, 2024 provided that (i) obligated funds include funds that are needed to pay expenditures listed in Exhibit B that are under contract by December 31, 2024 (“FY 2025 Contracts”), but for which payments are made after that date; (ii) RUTGERS, THE STATE UNIVERSITY provides the Department with a copy of said FY 2025 Contracts, (iii) RUTGERS, THE STATE UNIVERSITY provides the Department, by December 31, 2024, a copy of all purchase orders for the remaining work to be done under any FY 2025 Contracts, and (iv) RUTGERS, THE STATE UNIVERSITY will

provide the Department with invoices and proof of payment for all expended funds once payment is complete. All funds must be expended by December 31, 2026. Because the Grant is subject to the aforementioned deadlines imposed by U.S. Treasury, RUTGERS, THE STATE UNIVERSITY agrees to use the CSFRF funds for Program costs before expending funding from other sources. These eligible costs can include reimbursement for eligible Program costs incurred after March 2, 2021.

6. Documentation and material that RUTGERS, THE STATE UNIVERSITY provides to the OSHE pursuant to Section 2 of this Agreement shall be provided via email to the Chief Financial Officer, [REDACTED]. All other notices and communications hereunder shall be in writing and shall be deemed given when (i) hand delivered with receipt acknowledged, (ii) sent by electronic communication, (iii) mailed by first class mail, registered or certified, return receipt requested, or (iv) sent by recognized overnight carrier, postage prepaid and with acknowledgement of delivery, to the parties at the addresses set forth below or as to each party at such other or additional address or numbers as shall be designated by such party in a written notice to the other party hereto:

RUTGERS, THE STATE UNIVERSITY
Office of the EVP/COO
Winants Hall
7 College Avenue
New Brunswick, NJ 08901-1280
Attention: Antonio M. Calcado

Office of the Secretary of Higher Education
Finance Office
1 John Fitch Way 10th floor
P.O. Box 542
Trenton, NJ 08625
Attention: [REDACTED]
Assistant Secretary/Chief Financial Officer

7. Enforcement

A. Remedies for Noncompliance

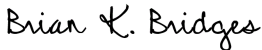
If RUTGERS, THE STATE UNIVERSITY materially fails to comply with the terms of the award, whether pursuant to a State or federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, OSHE may take one or more of the following actions, as appropriate in the circumstances:

1. Disallow all or part of the cost of the activity or action not in compliance.
 2. Wholly or partly suspend or terminate the current award for RUTGERS, THE STATE UNIVERSITY.
 3. Withhold further awards for RUTGERS, THE STATE UNIVERSITY.
 4. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 5. Take other remedies that may be legally available.
8. This Agreement is supplemented by **Exhibits A, B, C and D** which are attached hereto and incorporated herein.

9. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.
10. This Agreement may be executed in any number of counterparts, all of which counterparts, taken together, shall constitute but one and the same Agreement.
- 11.

IN WITNESS WHEREOF, the OFFICE OF THE SECRETARY OF HIGHER EDUCATION and RUTGERS, THE STATE UNIVERSITY have executed this Agreement for FY 2023:

STATE OF NEW JERSEY OFFICE OF THE SECRETARY OF HIGHER EDUCATION

DocuSigned by:

2B6252453291434...
Brian K. Bridges, Ph.D
Secretary

Date: 4/10/2023

RUTGERS, THE STATE UNIVERSITY

DocuSigned by:

F05B8739308241E...
J. Michael Gower
Executive Vice President
Chief Financial Officer & University Treasurer

Date: 4/7/2023

EXHIBIT A

RUTGERS, THE STATE UNIVERSITY NEED AND PROGRAM ELIGIBILITY

A. Project Purpose

The underpinning and intent of the project is to strengthen and harden the healthcare infrastructure within the State of New Jersey. The importance of this goal cannot be overstated. As we emerge from the COVID-19 pandemic, the primary lesson we learned was how unprepared we were. We lost over 36,000 souls in New Jersey and more than 1.1 million nationwide. That lesson was especially evidenced by the lack of research to quickly pivot to therapeutics and/or a cure, the limitations of medical infrastructure to treat suffering patients and an inadequate number of healthcare professionals to administer aid. This project addresses all of these issues on both a macro and micro level. It is difficult to imagine a better use of these funds, directly related to the pandemic.

A summary table of costs and offsetting ARP funds is:

Component	Project Budget	ARP Funds
Rutgers Translational Research	\$345.7 M	\$200 M
RWJ Medical School	\$221.4 M	\$ 0 M
NJ Innovation Hub	\$164.5 M	\$ 60 M

This project is made up of three distinct but functionally interrelated components and includes the construction of a 240,000 square foot translational research facility and a 201,000 square foot academic medical facility, both to be built in a building that also houses the New Jersey Innovation Hub in New Brunswick. This project will provide space for the Robert Wood Johnson Medical School allopathic education program that is currently located in Piscataway and move them to this site that is walking distance to the RWJBarnabas Hospital.

This project, in the heart of New Brunswick's healthcare zone, will significantly expand translational (bench-to-bedside) research programs, will unite the academic operations of the Robert Wood Johnson Medical School at a single location proximate to patient care, and will provide university and public access to collaborative spaces that support biomedical, health, and technology innovation in New Brunswick.

Rutgers Translational Research will be the largest component in the building, with 240,000 square feet of space. Translational research space including vivarium, core facilities, dry lab space for twenty principal investigators (PIs), wet lab space for sixty PIs, and associated research support space will be located on four floors - three of them stacked together with communicating stairs and collaboration space linking the floors.

ARP funds will offset in part the \$347.5 million in project costs. \$200 million is needed to support construction and opening of biomedical research facilities that will provide space for development of therapeutics that will treat current and future disease and illness in humans. COVID-19 made clear the importance of readiness of research facilities that support rapid development of treatments

in a fast-moving ever-changing public health emergency. Note that no ARP funds will be used for development of the vivarium

New Jersey was among the hardest (and earliest) hit states as the outbreak of COVID-19 began its march across the country in early 2020. The effects on the people of the state and the state's economy are well-known, and although all residents of New Jersey were somehow negatively affected by the pandemic, the health and financial ramifications were worst in our cities. Further, those in congregate living situations such as nursing homes were hit especially hard, and the illness, harm, and death in inner cities and many congregate living settings were significantly greater than the rest of the state.

The bench-to-bedside research that will take place in this facility will allow for development of therapeutics that will benefit all in the state, but especially those who were hardest hit over the course of the past three years. The impact of Rutgers health research on people of the state is perhaps most visible when looking back at the Rutgers ground-breaking development of the first FDA-approved COVID-19 saliva test. This test was approved by the FDA in April 2020 – just four months after the first word of COVID-19 was in the news. Innovative and critical health measures such as the saliva test require appropriate research facilities.

The Robert Wood Johnson Medical School will be housed in 201,000 square feet located in four floors immediately above the Rutgers translational research space and will provide classroom space for first and second-year medical students as well as meeting and study space for third and fourth-year students. The new academic space will allow for delivery of all four years of medical education in one location, immediately adjacent to the translational research facility, within walking distance of the hospital and other healthcare buildings. Academic space including clinical skills and simulation labs, student amenity space, and anatomy lab space would be located in the building. No ARP funds are requested for this portion of the project. Information on the medical school portion of the project is included in the Attachment, as it is a critical component of the overall project.

The New Jersey Innovation Hub, comprising 133,000 square feet over four floors in the building, will provide laboratory, meeting, innovation, and office space for entrepreneurs and burgeoning firms as well as office space for Core Partners in the Hub on three high floors. The ground floor flex, food service, makerspace, and social spaces provide for meeting locations and uses that support the occupants of the building and invite and connect with the public.

ARP funds will offset in part the \$164.5 million in project costs. \$60 million is needed to support construction and opening of innovation, collaboration, and start-up facilities to support the state's biotech, medical, pharma, and related innovation industries.

The Innovation Hub is the ideal collaborative venture in partnership with Rutgers University as researchers, graduate students, fellows, and undergraduates have a natural progression from academic science to commercialization. As New Jersey puts the pandemic in its rear-view mirror, the negative economic impacts caused by COVID-19 will not be overcome by only the private or only the public sector. Partnerships, innovation, therapeutics, and other discoveries coming out of the public-private efforts housed in the Hub will contribute to growth of the state's innovation economy and resilience that will be needed in the face of a future public health emergency.

B. Targeted Beneficiaries (Describe all that Apply)

Targeted beneficiaries include, but are not limited to, faculty, staff, and students at Rutgers University, the biomedical research community internal to Rutgers and external to core partners and higher education peers, and broadly the residents of the state of New Jersey. The broad impact to resident will be made by cures and therapeutics discovered in the facility as well as through the bolstered innovation economy as driven by the activities within the completed project.

C. Additional Funding (Current or Anticipated)

Additional funding for the Rutgers University portions of the HELIX H-1 will be provided by the University through the issuance of debt issued either by the Middlesex County Improvement Authority, Rutgers, or a combination, and through net proceeds of Aspire Tax Credits.

EXHIBIT B - BUDGET**Section 1 Direct:**

Expenditure Category:

<u>Budget Expenditure Categories</u>
1. Salaries
2. Related Benefits
3. IT/Telecom
4. Operating Supplies & Services
5. Environmental Reviews
6. Grants
7. Contracts
8. Loans
9. Transfers
10. Direct
11. Total Direct Costs (add lines 1-10)

Expenditure Sub-Category:

Activity 1	Activity 2	Total
		-
\$		\$
		-
		-
		-
		-
260,000,000		
		-
		\$260,000,000.00

Section 2 Admin:

Expenditure Category:

<u>Budget Expenditure Categories</u>
1a. Salaries
2a. Related Benefits
3a. IT/Telecom
4a. Operating Supplies & Services
5a. Contracts/Professional Services
6a. Environmental Reviews
7a. Total Admin Costs (add lines 1a-6a)
8a. Total Costs State Grant Funds (Lines 12 and 7a)

Expenditure Sub-Category:

Activity 1	Activity 2	Total
		-
		-
		-
		-
		-
		-
		-
		-
\$		\$260,000,000.00

EXHIBIT C
STATE OF NEW JERSEY GRANT AGREEMENT BETWEEN
THE OFFICE OF THE SECRETARY OF HIGHER EDUCATION (“DEPARTMENT”)
AND RUTGERS, THE STATE UNIVERSITY (“GRANTEE”)
GRANT NUMBER: OSHE-ARP-001

GENERAL

- I. Compliance with Existing Laws
- II. Bonding and Insurance
- III. Indemnification
- IV. Assignability

PRE-AWARD REQUIREMENTS

- V. Special Grant Conditions for "High Risk" Grantees

POST-AWARD REQUIREMENTS

- VI. Financial Management System
- VII. Method of Payment
- VIII. Allowable Costs
- IX. Period of Availability of Funds
- X. Matching and Cost Sharing
- XI. Program Income
- XII. Audit Requirements
- XIII. Budget Revision and Modification
- XIV. Property Management Standards
- XV. Procurement Standards
- XVI. Monitoring of Program Performance
- XVII. Financial and Performance Reporting
- XVIII. Access to Records
- XIX. Record Retention
- XX. Enforcement
- XXI. Termination and Suspension

AFTER-THE-GRANT REQUIREMENTS

- XXII. Grant Closeout Procedures

I. Compliance with Existing Laws

The Grantee, by executing this Agreement and accepting this grant, agrees to comply with all federal, State, and municipal laws, rules, and regulations applicable to the activities in which the Grantee is engaged in the performance of this grant.

The Grantee hereby binds itself, certifies and assures that it will comply with all federal, State, and local laws and regulations, policies, guidelines, and requirements, as they relate to the acceptance and use of federal CSFRF Funds, including all applicable State and Federal Executive Orders. The Parties expressly acknowledge that the matters which are the subject of this Grant Agreement are governed by the ARP Act, including subtitle M, and administered by the U.S. Treasury, and may be subject to ongoing modifications and clarifications. The Grantee agrees to comply with all applicable CSFRF requirements and Federal cross-cutting statutes and regulations as more fully detailed in the Schedule of Assurances attached hereto as Exhibit D and made a part hereof, in addition to the U.S. Treasury Guidance and Frequently Asked Questions and the U.S. Treasury Final Rule (31 CFR Part 35) as they may be updated from time to time, and subject to any other exceptions and waivers that may be issued by U.S. Treasury that affect CSFRF Funds.

In addition to laws, rules and regulations governing the Grantee's specific type of activities, Grantee shall comply with the following:

Federal Office of Management and Budget (OMB) documents:

- Federal OMB Super Circular Information, 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (available on the Internet at <https://www.nj.gov/treasury/omb/supercircular.shtml>)

New Jersey Department of the Treasury, Office of Management and Budget documents:

- Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. (available on the internet at https://www.state.nj.us/infobank/circular/cir1508_omb.pdf)

State Affirmative Action Legal Citations:

- The Grantee shall require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5 et al., and P.L. 1975, c.127 and all implementing regulations.

Grantee acknowledges and agrees that failure to comply with all applicable federal and State laws, rules and regulations shall be grounds for termination of this Agreement pursuant to Section XXI(C).

II. Bonding and Insurance

It is the responsibility of the Grantee to ensure all insurance requirements consistent with the business/not-for-profit entity are extended to include the purposes and intent of this grant award.

III. Indemnification

The Grantee shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice, by any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.

IV. Assignability

The Grantee shall not assign or transfer any interest except as may be provided for in this Grant or with the express written approval of the Department.

V. Special Grant Conditions for "High Risk" Grantees

A. A Grantee may be considered "high risk" if the Department determines that a Grantee exhibits one or more of the following characteristics:

1. Has a history of unsatisfactory performance.
2. Is not financially stable.
3. Has a financial management system which does not meet the standards set forth in section VI.
4. Has not conformed to terms and conditions of previous awards.
5. Is otherwise not responsible and the Department determines that an award will be made, then special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.

B. Special conditions or restrictions applicable to high-risk Grantees may include:

1. Payment on a reimbursement basis.
2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.

3. Requiring additional, more detailed financial reports.
 4. Additional project monitoring.
 5. Requiring the Grantee to obtain technical or management assistance.
 6. Establishing additional prior approvals.
- C. The Department may in its sole discretion impose any of the above conditions on Grantee before or during the term of the grant. To impose a condition on Grantee pursuant to this section, a Department official will notify the Grantee as soon as possible, in writing of:
1. The nature of the special conditions/restrictions.
 2. The reason(s) for imposing special conditions.
 3. The corrective actions which must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
 4. The method of requesting reconsideration of the conditions/restrictions imposed.

VI. Financial Management System

- A. The Grantee shall be responsible for maintaining an adequate financial management system, and will immediately notify the Department when the Grantee cannot comply with the requirements established in this section of Exhibit C.
- B. Grantee financial management system shall provide for:
1. **Financial Reporting**
Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of this Grant Agreement.
 2. **Accounting Records**
Records that adequately identify the source and application of funds for activities supported by the Department's expenditure. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, expenditures, and income., as applicable.
 3. **Internal Control**
Effective internal and accounting controls over all funds, property, and other assets. The Grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 4. **Budget Control**
Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of financial information with performance or productivity data, including the development of unit cost information required by the Department.

5. Allowable Cost
Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and State requirements pursuant to 2 C.F.R. Part 200.403 et seq.
 6. Source Documentation
Accounting records that are supported by source documentation.
 7. Cash Management
Procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department.
- C. The Department may require the submission of a statement attesting to the adequacy of the Grantee's accounting system, as provided in Section VII of this Exhibit C.
- D. The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by the Department upon written notice to the Grantee, until such time as the system meets with Department approval.

VII. Method of Payment

- A. Form of Payment -- Grantee must agree to accept cash advances via an Automated Clearing House (ACH) transaction. Subject to the exceptions listed at 2 CFR 200.305(b)(8), all cash advance funds disbursed to the Subrecipient must be deposited in an interest-bearing account.
- B. Advanced Payment – In its sole discretion, the Department may authorize an advance payment provided the Grantee demonstrates willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and its disbursement and upon receipt of a fully executed Grant Agreement and other supporting documents. Such advance, if authorized, is to cover estimated disbursement needs for an initial period so that the Grantee will not have to use its own funding for the project(s) being funded by the grant.
- C. Payment Upon Execution – It is the intent of the Department to award the Grant in full, or Two Hundred Sixty Million Dollars (\$260,000,000), to the Grantee, as funding development of Building H-1 of the HELIX, upon execution of this Agreement. The Grant will be disbursed to the Grantee by means of a wire transfer.

VIII. Allowable Costs

- A. Limitation on Use of Funds. Grant funds must be used only for allowable, direct costs. Grant funds may not be used for ineligible costs, as defined by the ARP Act,

42 U.S.C. 802(c)(2) and the U.S. Treasury CSFRF Final Rule, 87 Fed. Reg. 4338, 4422 (Jan. 27, 2022), including the use of funds for debt service or to replenish financial reserves.

- B. Applicable Cost Principles. For each type of organization, there is a set of federal principles for determining allowable costs. Allowable costs will be determined in accordance with applicable federal cost principles specific to the organization incurring the costs (e.g., 2 CFR Part 200), and State requirements.

IX. Period of Availability of Funds

The Grantee shall only charge costs resulting from obligations made during the funding period of the grant award. Costs incurred by the Grantee prior to a fully executed Grant Agreement between the Grantee and the Department are at the Grantee's own risk should funding not occur. Carryover of any unobligated balance from one funding period to another funding period requires the prior written approval of the Department.

X. Matching and Cost Sharing

There are no cost sharing requirements for the Grantee under Grant # **OSHE-ARP-001**.

XI. Program Income

- A. Program income shall be defined as gross income earned by the Grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.
- B. Grantee shall add interest earned on advances of grant funds to the funds received from the Department.
- C. All other program income earned during the grant period shall be added by the Grantee to funds received from the Department under the Agreement and used by the Grantee to further eligible program objectives as set forth in the Agreement.

XII. Audit Requirements

This grant is covered by the audit requirements of the Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid and EO 166.

XIII. Budget Revision and Modification

- A. This Section sets forth criteria and procedures to be followed by the Grantee in reporting deviations from the approved budget and in requesting approvals for budget revisions and modification.

- B. Budget major category and/or budget line-item variances, if permitted, shall be indicated in the Agreement. Any deviations outside the limits established in the Agreement must be approved by the Department. Such requests for budget flexibility outside of what is provided for within the Agreement must be submitted to the funding program in writing by the Grantee with an explanation for the variance request prior to incurring the cost. No variances outside the limits stated in the Agreement are permitted without the written approval of the Department by means of a formal amendment to the Agreement.
- C. Grantee shall request approval in writing, from the Department, when there is reason to believe a revision or modification will be necessary for the following reasons:
1. Changes in the scope, objective, financial assistance, key personnel, timing of the project or program, or deviations from the approved budget outside of what is provided for within the Agreement.
 2. To provide financial assistance to a third party by sub-granting (if authorized by law) or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award.
 3. The need for additional funding or to extend the period of availability of funds.
 4. Adjustments between cost categories and/or shifts of funding to direct cost categories that are not part of the approved budget.
 5. Revisions which involve the transfer of amounts budgeted for indirect costs to absorb increases in direct costs.

For this Agreement, indirect costs are defined as those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved.

Direct costs are defined as those which can be identified specifically with a particular cost objective. These costs may be charged directly to grants, contracts, or to other programs against which costs are finally lodged.

- D. The Department may also, at its option, establish policy to restrict transfers of funds among direct cost categories and must require Grantees to comply with applicable federal and State requirements concerning prior approval for certain budget changes.
- E. When requesting approval for budget revisions, the Grantee shall clearly show the change in cost categories and may use the budget form provided in Attachment B of this grant.

- F. The Department may request changes in the scope of services of the Grantee to be performed hereunder. Such changes, which are mutually agreed upon by and between the Department and the Grantee must be incorporated in written amendments to this grant.

- G. If the Grantee is making program expenditures or providing grant services at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant amount or provide grant services, the Department may so notify the Grantee. If, after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of program expenditures or grant services, the Department may upon thirty (30) days' notice to the Grantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Grantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by the Department subsequent to the awarding of the grant and the funds have already been received by the Grantee, the reduced amount will be remitted to the Department.

- H. If a revision requested will result in a change to the Grantee's approved project which requires federal prior approval, the Department will obtain the federal agency's approval before approving the Grantee's request.

XIV. Property Management Standards

Property furnished by the Department or acquired in whole or in part with federal or Department funds or whose cost was charged to the project supported by federal or Department funds shall be utilized and disposed of in a manner generally consistent with State and federal requirements.

XV. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this Grant Agreement shall be accomplished in a manner consistent with the Grantee's documented procurement procedures, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR Part 200.318 et seq.

Adherence to the standards contained in the applicable federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurement. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues or obligations arising out of any procurement entered in support of a grant.

XVI. Monitoring of Program Performance

- A. The Grantee must assure compliance with applicable federal and State requirements and that performance goals are being achieved in accordance with the Agreement. The Grantee must continually monitor its performance of the grant-supported activities to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals and objectives are being achieved in accordance with the activities delineated in Section 1 of the Agreement.
- B. The Grantee shall inform the Department of the following types of conditions which affect the program objectives and performance set forth in the Agreement as soon as they become known:
 - 1. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any Department assistance required to resolve the situation.
 - 2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or at less cost or producing more beneficial results than originally planned.
- C. The Department may, in its sole discretion, make site visits to:
 - 1. Review program documentation, accomplishments, and management control systems.
 - 2. Provide such technical assistance as may be required.
 - 3. Perform fiscal reviews to ensure grant funds are being properly expended and in a timely manner.

XVII. Financial and Performance Reporting

- A. The Grantee shall submit monthly financial reports, in a format to be provided by the Department, and including the number of government full-time employees responding to COVID-19 as supported by this funding.
- B. The Grantee shall submit a final report as prescribed in Section 5 of the Grant Agreement. The final report shall contain a comparison of actual expenditures with budgeted expenditures and a written narrative performance report, signed by the president of the institution or a designee, of what was accomplished by the expenditure of funds towards achieving the purpose(s) of the Grant Agreement.

- C. If requested, the Grantee shall submit interim expenditure reports comparing actual expenditures with the approved Grant Budget. These reports shall be submitted as requested.
- D. If requested, the Grantee shall submit interim performance reports as prescribed by the Department; however, reports shall not be required more frequently than quarterly or less frequently than annually.
- E. Extensions to reporting due dates may be granted upon written request to the Department.
- F. If reports are not submitted as required, the Department may, at its discretion, suspend payments on this grant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Grantee on this or any grant with other State agencies until the required reports have been submitted.
- G. Recognizing the disproportionate impact of the pandemic-related recession on low-income communities, recipients must report whether certain types of projects or services are targeted to economically disadvantaged communities, as defined by HUD's Qualified Census Tract.

XVIII. Access to Records

- A. The Grantee by executing and accepting this grant agrees to make available upon request, to the Department, any federal agency whose funds are expended during this grant, or any of their duly authorized representatives, pertinent accounting records, books, documents, and papers for inspection and copying as may be necessary to monitor and audit the Grantee's operations.
- B. All visitations, inspections, and audits, including visits and requests for documentation in discharge of the Department's responsibilities, shall as a general rule provide prior notice when reasonable and practical to do so. However, the Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. The Department reserves the right to have access to records of any sub-Grantees and requires the Grantee to provide for Department access to such records in any grant with the sub-Grantee.
- D. The Department reserves the right to have access to all work papers produced in connection with audits made by the Grantee or any independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.

XIX. Record Retention

- A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records, and all other records pertinent to the grant shall be retained for a period of seven (7) years, unless federal or State funding department statutes require longer periods or unless directed to extend the retention period by the Department.
 - 1. If any litigation, claim, negotiation action or audit involving the records is started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven-year period, whichever is later, unless otherwise directed by the Department.
 - 2. Records for nonexpendable property acquired with the Department funds shall be retained for seven (7) years after its final disposition, unless otherwise provided or directed by the Department.
- B. For federal and State purposes (unless otherwise provided):
 - 1. General – The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.
 - 2. Real Property and Equipment – The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the Department.
- C. The Department may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will arrange with the Grantee to retain any records that are continuously needed for joint use.

XX. Enforcement

Remedies for Noncompliance

If a Grantee materially fails to comply with any term of this Agreement, or any related requirements including those stated in a state or federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the Department may take one or more of the following actions, as appropriate in the circumstances:

- 1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
- 2. Disallow all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate the current award for the Grantee's program.
4. Withhold further awards for the program.
5. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
6. Take other remedies that may be legally available.

Hearings, Appeals

In taking an enforcement action, the Department may provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

Effects of Suspension and Termination

Costs incurred by Grantee, resulting from obligations incurred by the Grantee during a suspension or after termination of an award, are not allowable to be applied against the grant unless the Department expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, and cannot be cancelled.

Relationship to Debarment and Suspension

The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Grantee from being subject to State and federal debarment and suspension procedures.

XXI. Termination and Suspension

A. The following definitions shall apply for the purposes of this Section:

1. Termination

The termination of a grant means the cancellation of assistance, in whole or part, under a Grant Agreement at any time prior to the date of completion.

2. Suspension

The suspension of a grant is an action by the Department taken temporarily under the Agreement pending corrective action by the Grantee or pending a decision to terminate the grant by the Department.

3. Disallowed Costs

Disallowed costs are those charges against the Grant Budget, which the Department or its representatives determine to be beyond the scope of the grant, excessive, or otherwise unallowable.

- B. When the Grantee has failed to comply with any Agreement term, standards, or conditions, the Department may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with paragraph C below. The Department shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet federal and State requirements.
- C. The Department may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the Agreement. The Department shall promptly notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by the Department under the grant terminated for cause shall be in accordance with the legal right and liability of the parties.
- D. The Department and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
- E. The Grant Closeout procedures in Section XXIII of this Exhibit B shall apply in all cases of termination of the grant.

CLOSEOUT REQUIREMENTS

XXII. Grant Closeout Procedures

- A. The following definitions shall apply for the purpose of this Section:

- 1. Grant Closeout

The closeout of a grant is the process by which the Department determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

2. Date of Completion

The date when all grant activities are completed or the expiration date in the Agreement, or any supplement or amendment thereto and no later than December 31, 2026.

- B. The Grantee shall submit final expenditure and performance reports as prescribed by the Department and in the timeframes set forth in the Agreement upon completion of the grant period or termination of the grant.
The Department may permit extensions when requested in writing by the Grantee.
- C. The Grantee will, together with the submission of the final report, refund to the Department any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by the Department to be retained.
- D. In the event a final audit has not been performed prior to the closeout of the grant, the Department retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

EXHIBIT D
SCHEDULE OF ASSURANCES

RUTGERS, THE STATE UNIVERSITY will comply with the provisions of the following federal statutes, rules, and regulations in connection with the American Rescue Plan Act – Coronavirus State Fiscal Recovery Fund:

A. Federal regulations applicable include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as U.S. Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by U.S. Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. See <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and U.S. Treasury's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (January 20, 2021).
9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

10. Generally applicable federal environmental laws and regulations.

B. Statutes and regulations prohibiting discrimination applicable include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. The following language must be included in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

C. Federal Labor Standards

1. The Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts of \$100,000 or greater be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;

2. The Federal Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
3. The Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (29 CFR 3), which requires payment of wages once a week and allows only permissible payroll deductions.

D. Other State and federal laws applicable include, but are not limited to, the following:

1. The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.), establishing a prevailing wage level for workers engaged in public works.
2. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
3. State of New Jersey Executive Order No. 215 (Kean 1989), requiring environmental assessments or environmental impact statements to the extent applicable for major construction projects.
4. (a) In accordance with 41 U.S.C. § 4712, RUTGERS, THE STATE UNIVERSITY may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

 (b) The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for contract or grant oversight or management;
 - e. An authorized official of the U.S. Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of OSHE, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 (c) RUTGERS, THE STATE UNIVERSITY shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
5. Contracting with Small, Minority-owned, Women-owned and Veteran-owned Businesses, and Labor Surplus Area Firms.

(a) RUTGERS, THE STATE UNIVERSITY shall take all necessary affirmative steps to ensure contracting opportunities are provided to small, minority-owned, woman-owned, and veteran-owned businesses, and labor surplus area firms. As used in this contract, the terms “minority-owned business,” “women-owned business,” and “veteran-owned business” means a business that is at least fifty-one percent (51%) owned and controlled by minority group members, women or veterans. For purposes of this definition, “minority group members” are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. RUTGERS, THE STATE UNIVERSITY may rely on written representations by businesses regarding their status as minority, women and veteran businesses in lieu of an independent investigation.

(b) Affirmative steps shall include:

- a. Placing qualified small and minority-, veteran- and women-owned businesses on solicitation lists;
- b. Ensuring that small and minority-, veteran- and women-owned businesses are solicited whenever they are potential sources for goods and/or services required in furtherance of the Agreement;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority-, veteran- and women-owned businesses;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority-, veteran- and women-owned businesses;
- e. Using the service and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subparagraphs (a) through (e) of this section.

E. Increasing Seat Belt Use in the United States.

1. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), RUTGERS, THE STATE UNIVERSITY should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

F. Reducing Text Messaging When Driving

1. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), RUTGERS, THE STATE UNIVERSITY should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and RUTGERS, THE STATE UNIVERSITY should establish workplace safety policies to decrease accidents caused by distracted drivers.

G. Personally Identifiable Information

1. To the extent the Grantee receives personally identifiable information, it will comply with the Privacy Act of 1974 and U.S. Treasury rules and regulations related to the protection of personally identifiable information. The term “personally identifiable information” refers to information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. See 2 CFR 200.79. Subrecipients shall require all persons that have access to personally identifiable information (including subcontractors/subconsultants and their employees) to sign a Non-Disclosure Agreement.

H. Conflicts of Interest.

1. The Grantee must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded with CSFRF Funds.
2. RUTGERS, THE STATE UNIVERSITY and any grantees or subrecipients must disclose in writing to U.S. Treasury or OSHE, as appropriate, any potential conflict of interest affecting the CSFRF Funds in accordance with 2 C.F.R. § 200.112.

I. American Rescue Plan Act

1. Sections 602 and 603 of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).
2. Implementing regulations adopted by U.S. Treasury pursuant to Section 602(f) of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).

**AGREEMENT BETWEEN
THE NEW JERSEY OFFICE OF THE SECRETARY OF HIGHER EDUCATION
AND
RUTGERS, THE STATE UNIVERSITY
FOR
LIFE SCIENCES CENTER 2
NEWARK, NJ**

This Agreement (“Agreement”), Grant Agreement LIFE SCIENCES CENTER 2, made as of the 1st day of April 2023, by and between the OFFICE OF THE SECRETARY OF HIGHER EDUCATION (“Department” “OSHE” or “Grantor”) and RUTGERS, THE STATE UNIVERSITY (“University” or “Grantee”) together (“the Parties”), confirms the mutual understandings and intentions of the Parties hereto as to the following:

WHEREAS, due to the increase in the number of novel coronavirus (“COVID-19”) cases in New Jersey, the surrounding region and across the globe, the Governor of the State of New Jersey issued Executive Order No. 103 declaring a public health emergency and a state of emergency in the State of New Jersey (the “State”) on March 9, 2020, allowing for certain executive actions to respond to the increasing number of COVID-19 cases in the State; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic (the “COVID-19 Pandemic”) and on March 13, 2020, the President of the United States (“President”) declared a national state of emergency; and

WHEREAS, in response to the COVID-19 Pandemic, Congress enacted a series of laws to address the impacts of the COVID-19 Pandemic; and

WHEREAS, on March 11, 2021, the President signed the “American Rescue Plan Act of 2021” P.L. 117-2 (the “ARP Act”) into law; and

WHEREAS, as part of the ARP Act, Congress at subtitle M of the ARP Act, amended Title VI of the Social Security Act (42 U.S.C. 801 et seq.) by adding Sections 602 and 603 to create the “Coronavirus State Fiscal Recovery Fund” (“CSFRF”); and

WHEREAS, CSFRF monies (“CSFRF Funds”) are to be used, generally: (a) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State who are performing such essential work, or by providing grants to eligible workers who perform essential work; (c) for the provision of government services to the extent of the reduction in revenue of the State due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State prior to the emergency; or (d) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the State received \$6,244,537,955.50 in CSFRF Funds under the ARP Act which must be used in conformance with the requirements of the ARP Act; and

WHEREAS, pursuant to the Fiscal Year 2022 Appropriations Act, L. 2021, c. 133, as may be amended from time to time, funding recommendations other than those appropriated by that Act shall be subject to the approval of the Joint Budget Oversight Committee; and

WHEREAS, the approved State of New Jersey Fiscal Year 2023 Budget included a direct line item appropriation of federal ARP monies of Three Hundred Million Dollars (\$300,000,000) to RUTGERS, THE STATE UNIVERSITY for capital construction;; and

WHEREAS, pursuant to the Fiscal Year 2022 Appropriations Act, L. 2021, c.133, as may be amended from time to time, OSHE is responsible for overseeing the entire portfolio of funds, consistent with CSFRF requirements, as the State-designated Grants Manager; and

WHEREAS, the State Treasurer has entered into a Memorandum of Understanding dated as of July 22, 2021, with OSHE, as Grant Manager for the CSFRF Funds, to provide those grant management functions and processes for the State that are necessary to administer and manage and disburse funds accordingly; and

WHEREAS, subject to the terms and conditions of this Agreement, the OSHE is distributing a portion of the CSFRF Funds, in an amount not to exceed Three Hundred Million Dollars (\$300,000,000) to provide funding to RUTGERS, THE STATE UNIVERSITY for the Program; and

WHEREAS, the disbursement of funds shall be undertaken in compliance with Federal, State and local laws and regulations, Executive Order No. 166 (Murphy 2020) (“EO 166”), 31 CFR Part 35 U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds – Final Rule, and Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“2 CFR Part 200”);

WHEREAS, RUTGERS, THE STATE UNIVERSITY has agreed to apply the amounts received from OSHE under this Agreement to the payment of costs that will be incurred for the Program; and

WHEREAS, it is in the Parties’ mutual interests, as well as in the public interest, to have the Parties’ respective responsibilities memorialized in a written agreement.

NOW, THEREFORE, OSHE and RUTGERS, THE STATE UNIVERSITY do hereby agree as follows:

1. RUTGERS, THE STATE UNIVERSITY shall apply the CSFRF Funds to the Program for expenditures selected from the list set forth in **Exhibit B** hereto. RUTGERS, THE STATE UNIVERSITY may propose to amend **Exhibit B** by providing written notice of the proposed amendments to the Department. Within a reasonable time, following receipt of RUTGERS, THE STATE UNIVERSITY’s proposed amendments to **Exhibit B**, the Department shall

advise RUTGERS, THE STATE UNIVERSITY in writing as to whether **Exhibit B**, as updated, is approved.

2. OSHE will distribute the CSFRF Funds to RUTGERS, THE STATE UNIVERSITY for the full Grant amount of Fifteen Million Dollars (\$15,000,000), as funding for Program expenses, upon the execution of this Agreement. For fiscal year (“FY”) 2023, RUTGERS, THE STATE UNIVERSITY agrees to submit to the Department regular financial reports as requested so the Department’s staff can perform a reasonable review:
 - a. A full accounting of all expenditures to be funded with the CSFRF grant, including executed contracts and invoices, as applicable.
 - b. Alternatively, if CSFRF funds are used to reimburse the Program for costs incurred after March 2, 2021, the accounting shall include a description of all expenditures made and their associated costs along with proof of payment, such as a vendor receipt.
 - c. Bank statements for the separate account in which RUTGERS, THE STATE UNIVERSITY deposits the CSFRF Funds.
 - d. Such additional information as the Department may reasonably request.
3. Any and all payments for the Program to be made by OSHE shall be subject to appropriations being made from time to time by the New Jersey Legislature (the “State Legislature”) for such purposes. The State Legislature has no obligation to make appropriations for such purposes. Furthermore, any and all payments for the Program to be made by the Department are also subject to the availability of such funds. OSHE shall have no obligation to make any payment for the Program due to the failure of the State Legislature to make such appropriations or due to the unavailability of such funds during the Fiscal Year.
4. A failure of the State Legislature to appropriate such funds to pay costs in the Appropriations Act for the Fiscal Year (including without limitation, the reduction or cancellation of an appropriation pursuant to an amendment to the Appropriations Act for the Fiscal Year) in an amount sufficient to pay for the Program (an “Event of Non-Appropriation”) will not constitute a default under this Agreement. The unavailability of such funds for the Department to make a payment for the Program during the Fiscal Year (an “Event of Unavailability of Funds”) will not constitute a default under this Agreement. The OSHE will not be liable in any manner upon an Event of Non-Appropriation or upon an Event of Unavailability of Funds.
5. RUTGERS, THE STATE UNIVERSITY agrees that all funds not obligated in accordance with this Agreement will be returned to the Department by December 31, 2024 provided that (i) obligated funds include funds that are needed to pay expenditures listed in Exhibit B that are under contract by December 31, 2024 (“FY 2025 Contracts”), but for which payments are made after that date; (ii) RUTGERS, THE STATE UNIVERSITY provides the Department with a copy of said FY 2025 Contracts, (iii) RUTGERS, THE STATE UNIVERSITY provides the Department, by December 31, 2024, a copy of all purchase orders for the remaining work to be done under any FY 2025 Contracts, and (iv) RUTGERS, THE STATE UNIVERSITY will

provide the Department with invoices and proof of payment for all expended funds once payment is complete. All funds must be expended by December 31, 2026. Because the Grant is subject to the aforementioned deadlines imposed by U.S. Treasury, RUTGERS, THE STATE UNIVERSITY agrees to use the CSFRF funds for Program costs before expending funding from other sources. These eligible costs can include reimbursement for eligible Program costs incurred after March 2, 2021.

6. Documentation and material that RUTGERS, THE STATE UNIVERSITY provides to the OSHE pursuant to Section 2 of this Agreement shall be provided via email to the Chief Financial Officer, [REDACTED]. All other notices and communications hereunder shall be in writing and shall be deemed given when (i) hand delivered with receipt acknowledged, (ii) sent by electronic communication, (iii) mailed by first class mail, registered or certified, return receipt requested, or (iv) sent by recognized overnight carrier, postage prepaid and with acknowledgement of delivery, to the parties at the addresses set forth below or as to each party at such other or additional address or numbers as shall be designated by such party in a written notice to the other party hereto:

RUTGERS, THE STATE UNIVERSITY
Office of the EVP/COO
Winants Hall
7 College Avenue
New Brunswick, NJ 08901-1280
Attention: Antonio M. Calcado

Office of the Secretary of Higher Education
Finance Office
1 John Fitch Way 10th floor
P.O. Box 542
Trenton, NJ 08625
Attention: [REDACTED]
Assistant Secretary/Chief Financial Officer

7. Enforcement

A. Remedies for Noncompliance

If RUTGERS, THE STATE UNIVERSITY materially fails to comply with the terms of the award, whether pursuant to a State or federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, OSHE may take one or more of the following actions, as appropriate in the circumstances:

1. Disallow all or part of the cost of the activity or action not in compliance.
 2. Wholly or partly suspend or terminate the current award for RUTGERS, THE STATE UNIVERSITY.
 3. Withhold further awards for RUTGERS, THE STATE UNIVERSITY.
 4. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 5. Take other remedies that may be legally available.
8. This Agreement is supplemented by **Exhibits A, B, C and D** which are attached hereto and incorporated herein.

9. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

10. This Agreement may be executed in any number of counterparts, all of which counterparts, taken together, shall constitute but one and the same Agreement.

11.

IN WITNESS WHEREOF, the OFFICE OF THE SECRETARY OF HIGHER EDUCATION and RUTGERS, THE STATE UNIVERSITY have executed this Agreement for FY 2023:

STATE OF NEW JERSEY OFFICE OF THE SECRETARY OF HIGHER EDUCATION

DocuSigned by:

2B6252453291434...
Brian K. Bridges, PhD
Secretary

Date: 4/10/2023

RUTGERS, THE STATE UNIVERSITY

DocuSigned by:

F65B8739306241E...
J. Michael Gower
Executive Vice President
Chief Financial Officer & University Treasurer

Date: 4/7/2023

EXHIBIT A

RUTGERS, THE STATE UNIVERSITY NEED AND PROGRAM ELIGIBILITY

A. Project Purpose

Fifteen million dollars in ARP funds will offset in part the \$40 million in project costs. \$15 million is needed to support construction and opening of new research labs in the heart of the Rutgers University- Newark campus. The overall intent of the project is to enhance life science research within the State of New Jersey and ensure that access to science, technology, engineering, and mathematics (STEM) education is available to underserved students. STEM education serves as a pipeline into biomedical research, and the need for robust biomedical research was an extraordinary lesson learned during the COVID-19 pandemic.

A 2023 study completed by the Joseph C. Cornwall Center for Metropolitan Studies at Rutgers-Newark found that statewide segregation clusters large numbers of underserved students together, resulting in schools where resources are stretched thin and there are fewer opportunities for students to prepare for college or careers, particularly in STEM fields. Additional life science labs for STEM education will contribute toward increasing the retention, graduation, and success of students from minority groups that are traditionally underrepresented in STEM. Investment of \$15 million In ARP funding in wet and dry bench research space will provide educational facilities and equipment that will address these educational disparities.

This project will construct 20,000 square feet of lab space in the campus's newest science building which will increase research capacity for computational, dry bench, and wet bench research. Completion of this lab space is essential to bolster the commitment to STEM education in Newark.

Completion of the shell space on of the existing Life Sciences Center 2 building at Rutgers University - Newark will provide for essential and humane care for primates and would include monitoring and automatic watering systems. Additionally, small animal (mice and other rodents) holding and procedural areas would be included. Note that ARP funds will not be used for the vivarium portion of the project.

Completion will also provide computational research space for new computational scientists supporting an interdisciplinary data science program at Rutgers University - Newark. The balance of the space will provide for wet bench program expansion

These new spaces will provide program expansion in the same building that houses the campus's most modern research facilities, with existing advanced mass spectroscopy, electron and Raman microscopy, x-ray crystallography and other relevant shared instrumentation resources that are co-located within the building.

B. Targeted Beneficiaries (Describe all that Apply)

Targeted beneficiaries include, but are not limited to, faculty, staff, and students at Rutgers University- Newark, the research community internal to Rutgers, and specifically underrepresented minorities and Newark residents seeking enrollment at Rutgers University-Newark.

C. Additional Funding (Current or Anticipated)

Additional funding for the project will be provided by the University through the issuance of debt capital funds on hand, a combination thereof, or some other financial arrangement proposed by the University's CFO and as may be approved by the Rutgers University Board of Governors.

EXHIBIT B - BUDGET**Section 1 Direct:**

Expenditure Category:

<u>Budget Expenditure Categories</u>
1. Salaries
2. Related Benefits
3. IT/Telecom
4. Operating Supplies & Services
5. Environmental Reviews
6. Grants
7. Contracts
8. Loans
9. Transfers
10. Direct
11. Total Direct Costs (add lines 1-10)

Expenditure Sub-Category:

Activity 1	Activity 2	Total
		-
\$		\$
		-
		-
		-
		-
15,000,000		
		-
		\$15,000,000.00

Section 2 Admin:

Expenditure Category:

<u>Budget Expenditure Categories</u>
1a. Salaries
2a. Related Benefits
3a. IT/Telecom
4a. Operating Supplies & Services
5a. Contracts/Professional Services
6a. Environmental Reviews
7a. Total Admin Costs (add lines 1a-6a)
8a. Total Costs State Grant Funds (Lines 12 and 7a)

Expenditure Sub-Category:

Activity 1	Activity 2	Total
		-
		-
		-
		-
		-
		-
		-
		-
\$		\$15,000,000.00

EXHIBIT C
STATE OF NEW JERSEY GRANT AGREEMENT BETWEEN
THE OFFICE OF THE SECRETARY OF HIGHER EDUCATION (“DEPARTMENT”)
AND RUTGERS, THE STATE UNIVERSITY (“GRANTEE”)
GRANT NUMBER: OSHE-ARP-002

GENERAL

- I. Compliance with Existing Laws
- II. Bonding and Insurance
- III. Indemnification
- IV. Assignability

PRE-AWARD REQUIREMENTS

- V. Special Grant Conditions for "High Risk" Grantees

POST-AWARD REQUIREMENTS

- VI. Financial Management System
- VII. Method of Payment
- VIII. Allowable Costs
- IX. Period of Availability of Funds
- X. Matching and Cost Sharing
- XI. Program Income
- XII. Audit Requirements
- XIII. Budget Revision and Modification
- XIV. Property Management Standards
- XV. Procurement Standards
- XVI. Monitoring of Program Performance
- XVII. Financial and Performance Reporting
- XVIII. Access to Records
- XIX. Record Retention
- XX. Enforcement
- XXI. Termination and Suspension

AFTER-THE-GRANT REQUIREMENTS

- XXII. Grant Closeout Procedures

I. Compliance with Existing Laws

The Grantee, by executing this Agreement and accepting this grant, agrees to comply with all federal, State, and municipal laws, rules, and regulations applicable to the activities in which the Grantee is engaged in the performance of this grant.

The Grantee hereby binds itself, certifies and assures that it will comply with all federal, State, and local laws and regulations, policies, guidelines, and requirements, as they relate to the acceptance and use of federal CSFRF Funds, including all applicable State and Federal Executive Orders. The Parties expressly acknowledge that the matters which are the subject of this Grant Agreement are governed by the ARP Act, including subtitle M, and administered by the U.S. Treasury, and may be subject to ongoing modifications and clarifications. The Grantee agrees to comply with all applicable CSFRF requirements and Federal cross-cutting statutes and regulations as more fully detailed in the Schedule of Assurances attached hereto as Exhibit D and made a part hereof, in addition to the U.S. Treasury Guidance and Frequently Asked Questions and the U.S. Treasury Final Rule (31 CFR Part 35) as they may be updated from time to time, and subject to any other exceptions and waivers that may be issued by U.S. Treasury that affect CSFRF Funds.

In addition to laws, rules and regulations governing the Grantee's specific type of activities, Grantee shall comply with the following:

Federal Office of Management and Budget (OMB) documents:

- Federal OMB Super Circular Information, 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (available on the Internet at <https://www.nj.gov/treasury/omb/supercircular.shtml>)

New Jersey Department of the Treasury, Office of Management and Budget documents:

- Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. (available on the internet at https://www.state.nj.us/infobank/circular/cir1508_omb.pdf)

State Affirmative Action Legal Citations:

- The Grantee shall require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5 et al., and P.L. 1975, c.127 and all implementing regulations.

Grantee acknowledges and agrees that failure to comply with all applicable federal and State laws, rules and regulations shall be grounds for termination of this Agreement pursuant to Section XXI(C).

II. Bonding and Insurance

It is the responsibility of the Grantee to ensure all insurance requirements consistent with the business/not-for-profit entity are extended to include the purposes and intent of this grant award.

III. Indemnification

The Grantee shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice, by any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.

IV. Assignability

The Grantee shall not assign or transfer any interest except as may be provided for in this Grant or with the express written approval of the Department.

V. Special Grant Conditions for "High Risk" Grantees

A. A Grantee may be considered "high risk" if the Department determines that a Grantee exhibits one or more of the following characteristics:

1. Has a history of unsatisfactory performance.
2. Is not financially stable.
3. Has a financial management system which does not meet the standards set forth in section VI.
4. Has not conformed to terms and conditions of previous awards.
5. Is otherwise not responsible and the Department determines that an award will be made, then special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.

B. Special conditions or restrictions applicable to high-risk Grantees may include:

1. Payment on a reimbursement basis.
2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.

3. Requiring additional, more detailed financial reports.
 4. Additional project monitoring.
 5. Requiring the Grantee to obtain technical or management assistance.
 6. Establishing additional prior approvals.
- C. The Department may in its sole discretion impose any of the above conditions on Grantee before or during the term of the grant. To impose a condition on Grantee pursuant to this section, a Department official will notify the Grantee as soon as possible, in writing of:
1. The nature of the special conditions/restrictions.
 2. The reason(s) for imposing special conditions.
 3. The corrective actions which must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
 4. The method of requesting reconsideration of the conditions/restrictions imposed.

VI. Financial Management System

- A. The Grantee shall be responsible for maintaining an adequate financial management system, and will immediately notify the Department when the Grantee cannot comply with the requirements established in this section of Exhibit C.
- B. Grantee financial management system shall provide for:
1. **Financial Reporting**
Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of this Grant Agreement.
 2. **Accounting Records**
Records that adequately identify the source and application of funds for activities supported by the Department's expenditure. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, expenditures, and income., as applicable.
 3. **Internal Control**
Effective internal and accounting controls over all funds, property, and other assets. The Grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 4. **Budget Control**
Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of financial information with performance or productivity data, including the development of unit cost information required by the Department.

5. Allowable Cost
Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and State requirements pursuant to 2 C.F.R. Part 200.403 et seq.
 6. Source Documentation
Accounting records that are supported by source documentation.
 7. Cash Management
Procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department.
- C. The Department may require the submission of a statement attesting to the adequacy of the Grantee's accounting system, as provided in Section VII of this Exhibit C.
- D. The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by the Department upon written notice to the Grantee, until such time as the system meets with Department approval.

VII. Method of Payment

- A. Form of Payment -- Grantee must agree to accept cash advances via an Automated Clearing House (ACH) transaction. Subject to the exceptions listed at 2 CFR 200.305(b)(8), all cash advance funds disbursed to the Subrecipient must be deposited in an interest-bearing account.
- B. Advanced Payment – In its sole discretion, the Department may authorize an advance payment provided the Grantee demonstrates willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and its disbursement and upon receipt of a fully executed Grant Agreement and other supporting documents. Such advance, if authorized, is to cover estimated disbursement needs for an initial period so that the Grantee will not have to use its own funding for the project(s) being funded by the grant.
- C. Payment Upon Execution – It is the intent of the Department to award the Grant in full, or Fifteen Million Dollars (\$15,000,000), to the Grantee, as funding renovations to research space in Life Sciences Center 2 at Rutgers University- Newark, upon execution of this Agreement. The Grant will be disbursed to the Grantee by means of a wire transfer.

VIII. Allowable Costs

- A. Limitation on Use of Funds. Grant funds must be used only for allowable, direct costs. Grant funds may not be used for ineligible costs, as defined by the ARP Act, 42 U.S.C. 802(c)(2) and the U.S. Treasury CSFRF Final Rule, 87 Fed. Reg. 4338, 4422 (Jan. 27, 2022), including the use of funds for debt service or to replenish financial reserves.
- B. Applicable Cost Principles. For each type of organization, there is a set of federal principles for determining allowable costs. Allowable costs will be determined in accordance with applicable federal cost principles specific to the organization incurring the costs (e.g., 2 CFR Part 200), and State requirements.

IX. Period of Availability of Funds

The Grantee shall only charge costs resulting from obligations made during the funding period of the grant award. Costs incurred by the Grantee prior to a fully executed Grant Agreement between the Grantee and the Department are at the Grantee's own risk should funding not occur. Carryover of any unobligated balance from one funding period to another funding period requires the prior written approval of the Department.

X. Matching and Cost Sharing

There are no cost sharing requirements for the Grantee under Grant # **OSHE-ARP-002.**

XI. Program Income

- A. Program income shall be defined as gross income earned by the Grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.
- B. Grantee shall add interest earned on advances of grant funds to the funds received from the Department.
- C. All other program income earned during the grant period shall be added by the Grantee to funds received from the Department under the Agreement and used by the Grantee to further eligible program objectives as set forth in the Agreement.

XII. Audit Requirements

This grant is covered by the audit requirements of the Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid and EO 166.

XIII. Budget Revision and Modification

- A. This Section sets forth criteria and procedures to be followed by the Grantee in reporting deviations from the approved budget and in requesting approvals for budget revisions and modification.

- B. Budget major category and/or budget line-item variances, if permitted, shall be indicated in the Agreement. Any deviations outside the limits established in the Agreement must be approved by the Department. Such requests for budget flexibility outside of what is provided for within the Agreement must be submitted to the funding program in writing by the Grantee with an explanation for the variance request prior to incurring the cost. No variances outside the limits stated in the Agreement are permitted without the written approval of the Department by means of a formal amendment to the Agreement.

- C. Grantee shall request approval in writing, from the Department, when there is reason to believe a revision or modification will be necessary for the following reasons:
 - 1. Changes in the scope, objective, financial assistance, key personnel, timing of the project or program, or deviations from the approved budget outside of what is provided for within the Agreement.
 - 2. To provide financial assistance to a third party by sub-granting (if authorized by law) or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award.
 - 3. The need for additional funding or to extend the period of availability of funds.
 - 4. Adjustments between cost categories and/or shifts of funding to direct cost categories that are not part of the approved budget.
 - 5. Revisions which involve the transfer of amounts budgeted for indirect costs to absorb increases in direct costs.

For this Agreement, indirect costs are defined as those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved.

Direct costs are defined as those which can be identified specifically with a particular cost objective. These costs may be charged directly to grants, contracts, or to other programs against which costs are finally lodged.

- D. The Department may also, at its option, establish policy to restrict transfers of funds among direct cost categories and must require Grantees to comply with applicable federal and State requirements concerning prior approval for certain budget changes.

- E. When requesting approval for budget revisions, the Grantee shall clearly show the change in cost categories and may use the budget form provided in Attachment B of this grant.
- F. The Department may request changes in the scope of services of the Grantee to be performed hereunder. Such changes, which are mutually agreed upon by and between the Department and the Grantee must be incorporated in written amendments to this grant.
- G. If the Grantee is making program expenditures or providing grant services at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant amount or provide grant services, the Department may so notify the Grantee. If, after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of program expenditures or grant services, the Department may upon thirty (30) days' notice to the Grantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Grantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by the Department subsequent to the awarding of the grant and the funds have already been received by the Grantee, the reduced amount will be remitted to the Department.
- H. If a revision requested will result in a change to the Grantee's approved project which requires federal prior approval, the Department will obtain the federal agency's approval before approving the Grantee's request.

XIV. Property Management Standards

Property furnished by the Department or acquired in whole or in part with federal or Department funds or whose cost was charged to the project supported by federal or Department funds shall be utilized and disposed of in a manner generally consistent with State and federal requirements.

XV. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this Grant Agreement shall be accomplished in a manner consistent with the Grantee's documented procurement procedures, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR Part 200.318 et seq.

Adherence to the standards contained in the applicable federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its

procurement. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues or obligations arising out of any procurement entered in support of a grant.

XVI. Monitoring of Program Performance

- A. The Grantee must assure compliance with applicable federal and State requirements and that performance goals are being achieved in accordance with the Agreement. The Grantee must continually monitor its performance of the grant-supported activities to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals and objectives are being achieved in accordance with the activities delineated in Section 1 of the Agreement.
- B. The Grantee shall inform the Department of the following types of conditions which affect the program objectives and performance set forth in the Agreement as soon as they become known:
 - 1. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any Department assistance required to resolve the situation.
 - 2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or at less cost or producing more beneficial results than originally planned.
- C. The Department may, in its sole discretion, make site visits to:
 - 1. Review program documentation, accomplishments, and management control systems.
 - 2. Provide such technical assistance as may be required.
 - 3. Perform fiscal reviews to ensure grant funds are being properly expended and in a timely manner.

XVII. Financial and Performance Reporting

- A. The Grantee shall submit monthly financial reports, in a format to be provided by the Department, and including the number of government full-time employees responding to COVID-19 as supported by this funding.
- B. The Grantee shall submit a final report as prescribed in Section 5 of the Grant Agreement. The final report shall contain a comparison of actual expenditures with budgeted expenditures and a written narrative performance report, signed by the

president of the institution or a designee, of what was accomplished by the expenditure of funds towards achieving the purpose(s) of the Grant Agreement.

- C. If requested, the Grantee shall submit interim expenditure reports comparing actual expenditures with the approved Grant Budget. These reports shall be submitted as requested.
- D. If requested, the Grantee shall submit interim performance reports as prescribed by the Department; however, reports shall not be required more frequently than quarterly or less frequently than annually.
- E. Extensions to reporting due dates may be granted upon written request to the Department.
- F. If reports are not submitted as required, the Department may, at its discretion, suspend payments on this grant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Grantee on this or any grant with other State agencies until the required reports have been submitted.
- G. Recognizing the disproportionate impact of the pandemic-related recession on low-income communities, recipients must report whether certain types of projects or services are targeted to economically disadvantaged communities, as defined by HUD's Qualified Census Tract.

XVIII. Access to Records

- A. The Grantee by executing and accepting this grant agrees to make available upon request, to the Department, any federal agency whose funds are expended during this grant, or any of their duly authorized representatives, pertinent accounting records, books, documents, and papers for inspection and copying as may be necessary to monitor and audit the Grantee's operations.
- B. All visitations, inspections, and audits, including visits and requests for documentation in discharge of the Department's responsibilities, shall as a general rule provide prior notice when reasonable and practical to do so. However, the Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. The Department reserves the right to have access to records of any sub-Grantees and requires the Grantee to provide for Department access to such records in any grant with the sub-Grantee.
- D. The Department reserves the right to have access to all work papers produced in connection with audits made by the Grantee or any independent certified public

accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.

XIX. Record Retention

- A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records, and all other records pertinent to the grant shall be retained for a period of seven (7) years, unless federal or State funding department statutes require longer periods or unless directed to extend the retention period by the Department.
 - 1. If any litigation, claim, negotiation action or audit involving the records is started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven-year period, whichever is later, unless otherwise directed by the Department.
 - 2. Records for nonexpendable property acquired with the Department funds shall be retained for seven (7) years after its final disposition, unless otherwise provided or directed by the Department.
- B. For federal and State purposes (unless otherwise provided):
 - 1. General – The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.
 - 2. Real Property and Equipment – The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the Department.
- C. The Department may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will arrange with the Grantee to retain any records that are continuously needed for joint use.

XX. Enforcement

Remedies for Noncompliance

If a Grantee materially fails to comply with any term of this Agreement, or any related requirements including those stated in a state or federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the Department may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the Grantee's program.
4. Withhold further awards for the program.
5. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
6. Take other remedies that may be legally available.

Hearings, Appeals

In taking an enforcement action, the Department may provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

Effects of Suspension and Termination

Costs incurred by Grantee, resulting from obligations incurred by the Grantee during a suspension or after termination of an award, are not allowable to be applied against the grant unless the Department expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, and cannot be cancelled.

Relationship to Debarment and Suspension

The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Grantee from being subject to State and federal debarment and suspension procedures.

XXI. Termination and Suspension

A. The following definitions shall apply for the purposes of this Section:

1. Termination

The termination of a grant means the cancellation of assistance, in whole or part, under a Grant Agreement at any time prior to the date of completion.

2. Suspension

The suspension of a grant is an action by the Department taken temporarily under the Agreement pending corrective action by the Grantee or pending a decision to terminate the grant by the Department.

3. Disallowed Costs

Disallowed costs are those charges against the Grant Budget, which the Department or its representatives determine to be beyond the scope of the grant, excessive, or otherwise unallowable.

- B. When the Grantee has failed to comply with any Agreement term, standards, or conditions, the Department may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with paragraph C below. The Department shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet federal and State requirements.
- C. The Department may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the Agreement. The Department shall promptly notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by the Department under the grant terminated for cause shall be in accordance with the legal right and liability of the parties.
- D. The Department and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
- E. The Grant Closeout procedures in Section XXIII of this Exhibit B shall apply in all cases of termination of the grant.

CLOSEOUT REQUIREMENTS

XXII. Grant Closeout Procedures

- A. The following definitions shall apply for the purpose of this Section:

1. Grant Closeout

The closeout of a grant is the process by which the Department determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

2. Date of Completion

The date when all grant activities are completed or the expiration date in the Agreement, or any supplement or amendment thereto and no later than December 31, 2026.

- B. The Grantee shall submit final expenditure and performance reports as prescribed by the Department and in the timeframes set forth in the Agreement upon completion of the grant period or termination of the grant.
The Department may permit extensions when requested in writing by the Grantee.
- C. The Grantee will, together with the submission of the final report, refund to the Department any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by the Department to be retained.
- D. In the event a final audit has not been performed prior to the closeout of the grant, the Department retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

EXHIBIT D

SCHEDULE OF ASSURANCES

RUTGERS, THE STATE UNIVERSITY will comply with the provisions of the following federal statutes, rules, and regulations in connection with the American Rescue Plan Act – Coronavirus State Fiscal Recovery Fund:

A. Federal regulations applicable include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as U.S. Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by U.S. Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. See <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and U.S. Treasury's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (January 20, 2021).
9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

10. Generally applicable federal environmental laws and regulations.

B. Statutes and regulations prohibiting discrimination applicable include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. The following language must be included in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

C. Federal Labor Standards

1. The Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts of \$100,000 or greater be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;

2. The Federal Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
3. The Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (29 CFR 3), which requires payment of wages once a week and allows only permissible payroll deductions.

D. Other State and federal laws applicable include, but are not limited to, the following:

1. The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.), establishing a prevailing wage level for workers engaged in public works.
2. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
3. State of New Jersey Executive Order No. 215 (Kean 1989), requiring environmental assessments or environmental impact statements to the extent applicable for major construction projects.
4. (a) In accordance with 41 U.S.C. § 4712, RUTGERS, THE STATE UNIVERSITY may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

 (b) The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for contract or grant oversight or management;
 - e. An authorized official of the U.S. Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of OSHE, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 (c) RUTGERS, THE STATE UNIVERSITY shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
5. Contracting with Small, Minority-owned, Women-owned and Veteran-owned Businesses, and Labor Surplus Area Firms.

(a) RUTGERS, THE STATE UNIVERSITY shall take all necessary affirmative steps to ensure contracting opportunities are provided to small, minority-owned, woman-owned, and veteran-owned businesses, and labor surplus area firms. As used in this contract, the terms “minority-owned business,” “women-owned business,” and “veteran-owned business” means a business that is at least fifty-one percent (51%) owned and controlled by minority group members, women or veterans. For purposes of this definition, “minority group members” are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. RUTGERS, THE STATE UNIVERSITY may rely on written representations by businesses regarding their status as minority, women and veteran businesses in lieu of an independent investigation.

(b) Affirmative steps shall include:

- a. Placing qualified small and minority-, veteran- and women-owned businesses on solicitation lists;
- b. Ensuring that small and minority-, veteran- and women-owned businesses are solicited whenever they are potential sources for goods and/or services required in furtherance of the Agreement;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority-, veteran- and women-owned businesses;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority-, veteran- and women-owned businesses;
- e. Using the service and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subparagraphs (a) through (e) of this section.

E. Increasing Seat Belt Use in the United States.

1. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), RUTGERS, THE STATE UNIVERSITY should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

F. Reducing Text Messaging When Driving

1. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), RUTGERS, THE STATE UNIVERSITY should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and RUTGERS, THE STATE UNIVERSITY should establish workplace safety policies to decrease accidents caused by distracted drivers.

G. Personally Identifiable Information

1. To the extent the Grantee receives personally identifiable information, it will comply with the Privacy Act of 1974 and U.S. Treasury rules and regulations related to the protection of personally identifiable information. The term “personally identifiable information” refers to information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. See 2 CFR 200.79. Subrecipients shall require all persons that have access to personally identifiable information (including subcontractors/subconsultants and their employees) to sign a Non-Disclosure Agreement.

H. Conflicts of Interest.

1. The Grantee must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded with CSFRF Funds.
2. RUTGERS, THE STATE UNIVERSITY and any grantees or subrecipients must disclose in writing to U.S. Treasury or OSHE, as appropriate, any potential conflict of interest affecting the CSFRF Funds in accordance with 2 C.F.R. § 200.112.

I. American Rescue Plan Act

1. Sections 602 and 603 of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).
2. Implementing regulations adopted by U.S. Treasury pursuant to Section 602(f) of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).

Integrity Monitor Report Categories 1 and 2

Integrity Monitor Firm Name: [Type Here]
Integrity Monitor Category (1 or 2): [Type Here]
Quarter Ending: [MM/DD/YYYY]
Expected Engagement End Date: [MM/DD/YYYY]

A. General Information

1. Recovery Program Participant:

[Type Here]

2. Federal Funding Source (e.g. CARES, HUD, FEMA, ARPA):

[Type Here]

3. State Funding Source (if applicable):

[Type Here]

4. Deadline for Use of State or Federal Funding by Recovery Program Participant:

[Type Here]

5. Accountability Officer:

[Type Here]

6. Program(s) under Review/Subject to Engagement:

[Type Here]

7. Brief Description, Purpose, and Rationale of Integrity Monitor Project/Program:

[Type Here]

8. Amount Allocated to Program(s) under Review/Subject to Engagement:

[Type Here]

**Integrity Monitor Report
Categories 1 and 2**

9. Amount Expended by Recovery Program Participant to Date on Program(s) under Review/Subject to Engagement:

[Type Here]

10. Amount Provided to Other State or Local Entities:

[Type Here]

11. Completion Status of Program (e.g. planning phase, application review, post-payment):

[Type Here]

12. Completion Status of Integrity Monitor Engagement:

[Type Here]

B. Monitoring Activities

13. Description of the services provided to the Recovery Program Participant during the quarter (i.e. activities conducted, such as meetings, document review, staff training, etc.):

- a) IM Response

[Type Here]

- b) Recovery Program Participant Comments

[Type Here]

14. Description of activities to prevent, detect, and remediate waste, fraud, and/or abuse during the quarter:

- a) IM Response

[Type Here]

- b) Recovery Program Participant Comments

**Integrity Monitor Report
Categories 1 and 2**

[Type Here]

15. General description of any findings of waste, fraud, or abuse:

a) IM Response

[Type Here]

b) Recovery Program Participant Comments

[Type Here]

C. Miscellaneous

16. List of hours (by employee) and expenses incurred to perform quarterly integrity monitoring review:

a) IM Response

[Type Here]

b) Recovery Program Participant Comments

[Type Here]

Name of Integrity Monitor:	[Type Here]
Name of Report Preparer:	[Type Here]
Signature:	[Sign Here]
Date:	[MM/DD/YYYY]

Integrity Monitoring - Price Sheet

Cell to be completed by Bidder

	Staffing Category	Hourly Billing Rate (\$)	Hours	Amount (\$)	Total Cost (\$)	Hourly Discounted Billing Rate (\$)	Amount (\$)	Total Cost (discounted) (\$)
Risk Assessment	Partner/Principal/Director			\$0.00	\$0.00		\$0.00	\$0.00
	Program Manager			\$0.00			\$0.00	
	Project Manager			\$0.00			\$0.00	
	Supervisory/Sr. Consultant			\$0.00			\$0.00	
	Consultant			\$0.00			\$0.00	
	Associate/Staff			\$0.00			\$0.00	
	Subject Matter Expert			\$0.00			\$0.00	
	Administrative Support			\$0.00			\$0.00	
			0					
Work Plan Development	Partner/Principal/Director			\$0.00	\$0.00		\$0.00	\$0.00
	Program Manager			\$0.00			\$0.00	
	Project Manager			\$0.00			\$0.00	
	Supervisory/Sr. Consultant			\$0.00			\$0.00	
	Consultant			\$0.00			\$0.00	
	Associate/Staff			\$0.00			\$0.00	
	Subject Matter Expert			\$0.00			\$0.00	
	Administrative Support			\$0.00			\$0.00	
			0					
On-going Monitoring	Partner/Principal/Director			\$0.00	\$0.00		\$0.00	\$0.00
	Program Manager			\$0.00			\$0.00	
	Project Manager			\$0.00			\$0.00	
	Supervisory/Sr. Consultant			\$0.00			\$0.00	
	Consultant			\$0.00			\$0.00	
	Associate/Staff			\$0.00			\$0.00	
	Subject Matter Expert			\$0.00			\$0.00	
	Administrative Support			\$0.00			\$0.00	
			0					
Reports	Partner/Principal/Director			\$0.00	\$0.00		\$0.00	\$0.00
	Program Manager			\$0.00			\$0.00	
	Project Manager			\$0.00			\$0.00	
	Supervisory/Sr. Consultant			\$0.00			\$0.00	
	Consultant			\$0.00			\$0.00	
	Associate/Staff			\$0.00			\$0.00	
	Subject Matter Expert			\$0.00			\$0.00	
	Administrative Support			\$0.00			\$0.00	
			0					
	Allowance for Travel Expenses and Reimbursement if on-site monitoring required			\$10,000.00				
Total Cost (non-discounted)					\$10,000.00			
Total Cost (if discounted)					\$10,000.00			

